

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

2007 OCT 23 P 3: 15

RANDALL KIRK

Plaintiff,

VS.

STATE FARM FIRE AND  
CASUALTY COMPANY,  
DONNY HOLLEY, et al.,

Defendants.

DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

Case No.

3:07-CV-957-WKW

**DEFENDANT DONNY HOLLEY’S MOTION TO DISMISS**

COMES NOW Defendant (Donny Holley) and moves this Court to dismiss Count Three of Plaintiff's Complaint<sup>1</sup> pursuant to Rule 12(b)(6), *Federal Rules of Civil Procedure*. Count Three of Plaintiff's Complaint fails to state a claim against Holley upon which relief can be granted. Plaintiff can prove no set of facts in support of any allegation set forth in Count Three of the Complaint that would entitle her to relief against Holley. In support thereof, Defendant Holley states as follows:

## INTRODUCTION

Plaintiff's Complaint arises from her submission of a claim to State Farm Fire and Casualty Company regarding storm damage to her home. Plaintiff's Complaint

<sup>1</sup> Count Three is the only Count of the Complaint asserted against Holley.

alleges Defendant Holley negligently or wantonly procured the policy of insurance on Plaintiff's home. Plaintiff's Complaint also alleges breach of contract and bad faith against Defendant State Farm. As will be demonstrated below, even when this allegation is viewed most strongly in Plaintiff's favor, Defendant Holley contends that there is no circumstance which would entitle Plaintiff to relief.

## **II. ARGUMENT**

### **A. MOTION TO DISMISS STANDARD**

On May 21, 2007, the United States Supreme Court issued *Bell Atlantic v. Twombly*, 550 U.S. \_\_\_\_\_(2007), 127 S.Ct. 1955, 2007 WL 1461066 (U.S.), effectively redefining the standard for a Rule 12(b)(6) Motion to Dismiss. Prior to *Twombly*, the standard for analyzing a motion to dismiss was set forth in *Conley v. Gibson*, 355 U.S. 42(1957). *Conley* stated that "[a] complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." *Id.* at 45-46. In *Twombly*, the Court revisited *Conley* and set forth the following standard for motions to dismiss:

While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations ... a plaintiff's obligation to provide the 'grounds' of his 'entitlement to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of

the cause of action will not do ... Factual allegations must be enough to raise a right to relief above the speculative level ... on the assumption that all the allegations in the complaint are true (even if doubtful in fact).

*Twombly*, 550 U.S. at 1964-68. The Court further noted that the plaintiff must present plausible grounds to state a claim for relief, specifically stating that “something beyond a mere possibility of loss causation” must be pled to satisfy Rule 8. *Id.* at 1968-69 (citing *Dura Pharmaceuticals Inc. v. Broudo*, 544 U.S. 336 (2005)). Even though *Twombly* was an anti-trust case, the Court expressly rejected the previous “no set of facts” standard enumerated by *Conley*, *supra*, a labor law case, thereby suggesting this new standard for deciding motions to dismiss is applicable to all cases, not merely those sounding in anti-trust. The Court’s earlier standard was more generous to the plaintiff in that a Motion to Dismiss would only be granted if “no set of facts” could support a plaintiff’s claims. The emphasis on the “no set of facts” language encouraged denial of a motion to dismiss on any facts presented by a plaintiffs regardless of their implausibility. In discrediting the *Conley* opinion Justice Souter wrote:

[T]here is no need to pile up further citations that *Conley*’s ‘no set of facts’ language has been questioned, criticized and explained away long enough .... [A]fter puzzling the profession for 50 years, this famous observation has earned its retirement. The phrase is best forgotten as an incomplete, negative gloss on an accepted pleading

standard: once a claim has been stated adequately, it may be supported by any set of facts consistent with the allegations in the complaint... Conley, then, described the breadth of opportunity to prove what an adequate complaint claims, not the minimum standard of adequate pleading to govern a complaint's survival.

*Id.* at 1969. *Twombly* did not seek to heighten the pleading standards but required “only enough facts to state a claim to relief that is plausible on its face.” *Id.* at 1974. Because the Plaintiff in this case has failed to plead her claims against Defendant Holley “across the line from conceivable to plausible”, the allegations against Holley are due to be dismissed. *Id.* at 1974.

**B. ALLEGATIONS AGAINST HOLLEY**

A review of all the allegations against Holley in Plaintiff's Complaint reveals why the Complaint fails to state a claim against Holley. First, Plaintiff asserts Defendant Holley procured a homeowner's insurance policy for Plaintiff's home and that State Farm issued the homeowners policy which specifically provided coverage for wind and/or hail damage. (Complaint, ¶ 6). These assertions confirm Plaintiff wanted a policy which provided coverage for wind and/or hail damage, that Defendant Holley procured said policy and that State Farm indeed issued said policy to Plaintiff. Plaintiff then claims in Count Three that Defendant Holley negligently or wantonly procured the policy of insurance because State Farm did not pay for wind



and hail damage but Holley informed Plaintiff the policy she purchased provided coverage for wind and/or hail. Since Plaintiff desired a homeowners policy which provided coverage for wind and/or hail damage and Defendant Holley procured a homeowners policy for Plaintiff which provided said coverage, Defendant Holley was not negligent or wanton in the procurement of the policy. The State Farm homeowners policy issued to Plaintiff specifically provides coverage for the accidental direct physical loss to the insured property which includes wind and/or hail damage:<sup>2</sup>

## **SECTION I - LOSSES INSURED**

### **COVERAGE A - DWELLING**

We insure for accidental direct physical loss to the property described in Coverage A, except as provided in **SECTION I - LOSSES NOT INSURED.**

(Exhibits "A," "B," and "C," p. 5). Since Defendant Holley procured the exact policy Plaintiff requested then Plaintiff has wholly failed to assert a plausible claim of negligent or wanton procurement against Defendant Holley.

Plaintiff appears to suggest in her Complaint that because State Farm allegedly

---

<sup>2</sup> Attached as Exhibits "A," "B," and "C" are copies of Plaintiff's homeowners policies. The attachment of said policy declaration pages to this motion to dismiss does not convert said motion into a motion for summary judgment. *Deerman v. Federal Home Loan Mortgage Corp.*, 955 F.Supp. 1393, 1397 (N.D. Ala. 1997). *See also Holyfield v. Moates*, 565 So.2d 186 (Ala. 1990).

denied her claim for wind and/or hail damage then the only reason for said denial was because the policy did not provide coverage for said type of loss; i.e. Holley negligently or wantonly procured her policy. (Complaint, ¶ 17) To the contrary, as set forth in the policy language above, the Plaintiff's policy of insurance does provide insurance benefits for wind and/or hail damage if that type of loss actually occurred. State Farm's alleged denial of Plaintiff's insurance claim does not automatically equate to negligent or wanton procurement on the part of Holley. Based on the plain language of the Complaint, Plaintiff has failed to assert a plausible claim of negligent or wanton procurement.

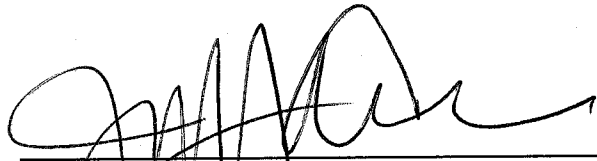
The Court in *Twombly* was clear that the new standard now requires the trial court to consider the likelihood of the allegations, to not only weigh the allegations against the law, but also against logic. *See generally Twombly*. The new standard requires the Court to determine whether enough facts have been stated in the Plaintiff's Complaint to conclude that it is plausible that the Plaintiff is entitled to relief, not merely that relief is remotely possible. *Id.* at 1968 - 1969. In the case sub judice, Plaintiff's allegations fail to present plausible evidence to even suggest why she is entitled to relief. While Plaintiff may argue her claim against Holley is remotely possible, the claim is wholly implausible, thereby warranting dismissal under the newly established standard set forth in *Twombly*. "When the allegations in

a complaint, however true, could not raise a claim of entitlement to relief, 'this basic deficiency should be ... exposed at the point of minimum expenditure of time and money by the parties and the Court.'" *Id.* at 1966. Count Three of Plaintiff's Complaint against Defendant Holley should be dismissed for failure to state a claim upon which relief can be granted.

### **CONCLUSION**

Plaintiff's claims against Defendant Holley for negligent or wanton procurement are due to be dismissed as the Complaint shows on its face that Holley in fact procured a policy which covers wind and hail damage, and, therefore, cannot be liable for negligent failure to procure. Plaintiff's Complaint does not allege that State Farm denied the claim because there was wind and hail and that the policy does not cover wind and hail. The fact State Farm denied the claim -- if it did -- does not change the policy terms and does not remove coverage for wind and hail from the policy. The denial -- if it happened -- subjects State Farm to an action for breach of contract and, if warranted, bad faith; but the denial -- if it happened -- does not

subject Holley to an action for negligent/wanton failure to procure when the policy clearly provides that coverage. Therefore, Holley is due to be dismissed.



**JAMES H. ANDERSON [AND021]**

**MICHEAL S. JACKSON [JAC015]**

Attorneys for Donny Holley

**OF COUNSEL:**

BEERS, ANDERSON, JACKSON,

PATTY & FAWAL, P.C.

P. O. Box 1988

Montgomery, Alabama 36102-1988

(334) 834-5311

(334) 834-5362 fax

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served upon all parties to this action by depositing a copy of same in the U.S. Mail, postage prepaid, addressed as follows:

Nick Wooten  
WOOTEN LAW FIRM, P.C.  
P. O. Drawer 290  
Lafayette, AL 35862

David Hodge  
PITTMAN, HOOKS, DUTTON, KIRBY  
& HELLUMS, P.C.  
1100 Park Place Tower, 2001 Park Place  
N.  
Birmingham, Alabama 35203

on this the 23<sup>rd</sup> day of October, 2007.

  
\_\_\_\_\_  
OF COUNSEL

State Farm Fire and Casualty Company

Home Office, Bloomington, Illinois 61710



Birmingham Operations Center  
100 State Farm Parkway  
P.O. Box 2661  
Birmingham, Alabama 35297-0001

### CERTIFICATE

I, the undersigned, do hereby certify that I am custodian of the records pertaining to the issuance of policies issued by the Personal Lines Division of State Farm Fire & Casualty Company, a stock company with home offices in Bloomington, Illinois.

Based on our available records, I further certify that the attached coverage summary dated DEC 22, 2005 represents a true copy of the policy provisions and coverages as of FEB 05, 2006 for policy 93-CA-6580-0 issued to KIRK, RANDALL C  
PO BOX 384  
LANETT AL 36863-0384

LOCATION: 5438 16TH ST SW  
LANETT AL 36863-4212

*Bill Lovell*

Bill Lovell  
Underwriting Section Manager  
State Farm Fire & Casualty Company  
Birmingham Operation Center  
Birmingham AL 35297-0001

State of Alabama

County of Jefferson

Subscribed and sworn to before me this 15<sup>th</sup> day of October, 2007



*Constance Nichols Horton*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 5, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SF- Kirk- 5438 16 St.  
SF-00079



State Farm Fire and Casualty Company  
100 State Farm Parkway  
Birmingham, AL 35297-0001

Case 3:07-cv-00937-WRW-TMM Document 3-2 Filed 10/25/2007 Page 2 of 21

B-09- 1520-F282 F R

KIRK, RANDALL C  
PO BOX 384  
LANETT AL 36863-0384



Location: 5438 16TH ST SW  
LANETT AL  
36863-4212

Mortgagee: MC CORMICK, E J  
Loan No: N/A-Print on Paystub

#### Forms, Options, and Endorsements

Special Form 3	FP-8103.3
Debris Removal Endorsement	FE-7540
Bodily Injury Amended Defin	FE-8654
Fungus (Including Mold) Excl	FE-5722
Amendatory Subrogation Cond	FE-5841

#### RENEWAL CERTIFICATE

POLICY NUMBER 93-CA-6580-0

Rental Dwelling Pol - Special Form  
FEB 05 2006 to FEB 05 2007

DATE DUE	SEE BALANCE DUE NOTICE
FEB 05 2006	\$441.00

#### Coverages and Limits

##### Section I

A Dwelling	\$56,500
Dwelling Extension	5,650
B Personal Property	2,825
C Loss of Rents	Actual Loss

##### Deductibles - Section I

Basic	500
-------	-----

##### Section II

L Business Liab (per occurrence)	\$300,000
(annual aggregate)	600,000
M Medical Payments to Others	1,000
(each person)	

Annual Premium  
Amount Due

\$441.  
\$441.

#### Premium Reductions

Your premium has already been reduced  
by the following:

Home Alert Discount	8.
---------------------	----

Inflation Coverage Index: 201.0

SF- Kirk- 5438 16 St.  
SF-00080

38 3349 5470

See reverse side for important information.

Thanks for letting us serve you...

E 0836 1V,TF

2011 1

Agent DONNY HOLLEY  
Telephone (334) 644-2111

REB

Prepared DEC 22 2007

**CONTINUED FROM FRONT**

**our Rental Dwelling coverage amount....**

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your rental dwelling. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.<sup>®</sup> using information you provide about your rental dwelling. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your rental dwelling. State Farm<sup>®</sup> does not guarantee that any estimate will be the actual future cost to rebuild your rental dwelling. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage to periodically review your coverages and limits with our agent and to notify us of any changes or additions to your rental dwelling.

**SF- Kirk- 5438 16th St.  
SF-00081**

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

During the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.



**SECTION I - ADDITIONAL COVERAGES**

Debris Removal is replaced by the following:

1. Debris Removal. We will pay the reasonable expenses you incur in the removal of debris of covered property when coverage is afforded for the peril causing the loss. This expense is included in the limit applying to the damaged property.

We will pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the residence premises when the tree has damaged property covered under Coverage A.

When the amount payable for the property damage plus the debris removal expense exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense.

All other policy provisions apply.

FE-7540  
(9/89)

SF- Kirk- 5438 16th St.  
SF-00082

**BODILY INJURY AMENDED DEFINITION ENDORSEMENT**

The definition of **bodily injury** is replaced by the following:

**"bodily injury":**

a. means physical injury, sickness or disease to a person, including required care, loss of services and death resulting therefrom;

b. does not include:

(1) disease, bacteria, parasite, virus or other organism, any of which are communicable and transmitted by any **insured** to any other person;

(2) the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured** to any other person; or

(3) emotional distress, mental anguish, humiliation, mental distress, mental injury or any similar injury unless it arises out of actual physical injury to some person.

All other policy provisions apply.

**FUNGUS (INCLUDING MOLD) EXCLUSION ENDORSEMENT****DEFINITIONS**

In all policies, the following definition is added:

"fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**SECTION I - LOSSES NOT INSURED**

In SPECIAL FORM 3 policies only, item 1.j. is replaced by the following:

j. rust, or wet or dry rot;

The following is added to item 2. of Losses Not Insured in SPECIAL FORM 3 policies or under Losses Not Insured in BASIC MODIFIED REPLACEMENT COST - FORM 1 policies:

**Fungus**, including the growth, proliferation, spread or presence of **fungus**, and including:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by **fungus**;
- (2) any remediation of **fungus**, including the cost or expense to:
  - (a) remove or clean the **fungus** from covered property or to repair, restore or replace that property;
  - (b) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
  - (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the **fungus**; or

(d) remove any property to protect it from the presence of or exposure to **fungus**;

- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

**SECTION II - EXCLUSIONS**

In all policies, the following exclusion is added to item 1.:

I. any:

- (1) **bodily injury, personal injury, or property damage** arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungus** at or from any source or location; or
- (2) loss, cost or expense arising out of any:
  - (a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of **fungus**; or
  - (b) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungus**.

All other policy provisions apply.

## AMENDATORY SUBROGATION CONDITION ENDORSEMENT

### SECTION I AND SECTION II - CONDITIONS

Subrogation is replaced with the following:

#### Subrogation.

- a. If any **insured** to or for whom we make payment under this policy has rights to recover damages from another, those rights are automatically transferred to us to the extent of our payment. We are subrogated to the full extent of our payment and our rights are not dependent on whether that **insured** is fully compensated for their loss or is made whole. The application of a deductible under this policy shall not prevent any **insured** from being considered fully compensated or made whole.
- b. If any **insured** to or for whom we have made payment has not recovered from any party liable for the damages, that **insured** shall:
  - 1) take no action after a loss prejudicing our rights under this contract;

- 2) keep these rights in trust for us;
- 3) sign and deliver any legal papers we need;
- 4) when we ask, take action through our representative to recover our payments;
- 5) cooperate with us in a reasonable manner.
- c. If any **insured** to or for whom we have made payment recovers from any other party liable for the damages:
  - 1) that **insured** shall hold in trust for us the proceeds of the recovery; and
  - 2) that **insured** shall reimburse us to the extent of our payment.
- d. Any **insured** may waive in writing before a loss all rights of recovery against any person.

**Subrogation does not apply under SECTION II to PREMISES MEDICAL PAYMENTS.**

FE-5841

AL-MISS (09)

PDQ - Name and Address

QNB001F0

F 93 CA6580 0 Team/Div/Unit: RDP RCUP

B

Type: RENTAL DWELL 3

Status: 20 EXTRACT - RENEWAL R Note IV

Eff: 02-05-2006 Exp: 02-05-2007

Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny ) Ph: 334-644-2111

Addl interest: 01

Insured

1st Addl Type: MTG

N: KIRK, RANDALL C

N: MC CORMICK, E J

A: PO BOX 384

A: PO BOX 55

C: LANETT AL

C: CUSSETA AL

36863-0384

Ph: 334-576-5639 B

SSN 1: 421-92-1071

Zip: 36852-0055

DOB 1: 04-19-1960

Ins is: INDIVIDUAL

Location

5438 16TH ST SW

LANETT AL

Zip: 36863-4212

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5438 16th St,  
SF-00086

AL-MISS (09)

PDQ - General Data

QNB002T6

F 93 CA6580 0 Name: KIRK, RANDALL C  
Status: 20 EXTRACT - RENEWAL R Note IV

Type: RENTAL DWELL 3

Eff: 02-05-2006 EXP: 02-05-2007  
Ratable: YES Prem code: 2 Term: 98

Last entry date: 12-22-2005 LPU date: 02-06-2007

Stat agent: 1520

## Billing Information

Total premium: 441.00

Acct renewal dt: 01-06-2006 B-10: N

Commission data							
Occr	Agt	Mgr	CC	Np	Rate	Ctl	Premium
1	1520				0	0	441.00

PDQ Screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5438 16th St.  
SF-00087

AL-MISS (09)

PDQ - Statistical Policy Information

QNB035A1

F 93 CA6580 0 Name: KIRK, RANDALL C  
Eff: 02-05-2006 Exp: 02-05-2007

-----Coverages----- --Med Pay Limits--  
A33 1000

A32 300000

Forms and opt:  
FP /8103/3 FE /7540 FE /8654 FE /5722 FE /5841

Risk no: 1  
YR ISS 96 RATEIV 081 RATE V 17.00 ZONE V 5.03  
SBZN V 5.03 IV 8

Total number of loc: 0001 Total coverage A: 56,500  
Total coverage B: 2,825

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5438 16th St.  
SF-00088

AL-MISS (09)

PDQ - Statistical Line Information

QNB034W1

F 93 CA6580 0 Name: KIRK, RANDALL C

Eff: 02-05-2006 Exp: 02-05-2007

Ln	Index	Amount	Ded	Ded Liability	Annual Premium	Accounting Premium	Zn	Cov	Sp	Sb	Pol	Cd	Cd	R
001	R-201.0	56500	500	300000	441.00		45	RD				3	1	
Total:					441.00									

Ln	Loc No	Const	PC	Cnty	City	MTE	Yr	Blt	Remod	Yr	No	Units	Spr	Cr	R
001	0001	F	4003	009	Y460			1945			1				1

Ln	Hm	Alert	Alarm	Cr/Pct	New/Rem/OH	Sq	Ft	Roof	Roof	Cl	Area	Wind	Cr	Eq	Cl	R
001	SA			\$8/ 2%	\$25	900	S									1

Ln	BCEG	Certified	BC	Improved	BC	Yr	Community	BC	LPEX	Stove	R
001											1

Ln	Roof	Cov	Hail	Res	Inst	Dt	HRC/PCT	Subzn	WLRRP	WLRcr/Fct	R
001								03			1

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_ Loc: \_\_\_\_\_ 07/10/12  
ID: NG8T

SF- Kirk- 5438 16th St.  
SF-00089



AL-MISS (09)

PDQ - Underwriting Screen

QNB004T0

F 93 CA6580 0 Name: KIRK, RANDALL C  
 Status: 20 EXTRACT - RENEWAL R Note IV

Type: RENTAL DWELL 3

Eff: 02-05-2006 Exp: 02-05-2007

Move-in: N

Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny ) Phone: 334-644-2111

Additional interests: 01 Yr blt: 1945 Yr iss: 1996

Forms and options: FP /8103/3 SPECIAL FORM

Deductibles

FE /7540 DEBRIS REMOVAL

ALL PERILS 500

FE /8654 BI AMENDED DEF

FE /5722 FUNGUS EXCL

FE /5841 AMEND SUB COND

## Coverages

Total coverage A	56500
Total coverage B	2825

Total premium: 441.00

----- Und Reports -----

Vend Report Result Score	Date
I G	12-07-1999

Business liability (A32)	300000
Aggregate liability	600000
Med pay per person (A33)	1000

LNGTD: - 85.2525460

Loss history

Date of last CDQ: 06-28-2007

LATUD: 32.8501340

Claim No Claims: 1

Match type: A

Number	Loss Date	Status
01X517162	04-19-2006	CLOSED

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_

07/10/12  
ID: NG8TSF- Kirk- 5438 16th St.  
SF-00090

AL-MISS (09)

PDQ - Notes

QNB006D7

F 93 CA6580 0 Name: KIRK, RANDALL C Type: RENTAL DWELL 3  
Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny )

Roof: S 900

Photo: 02-23-2004

Last reinspection: 02-23-2004 By: REGION Entered: 08-05-2004

Inactive notes exist - View using Trio Notes

Pol Note A-31C REC LETTER DATED 08-13-04. REPALCE REAR AND SIDE DOOR  
1: Oper ID: VI5 Date: 08-12-2004

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen: \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5438 16th St.  
SF-00091

AL-MISS (09)

Claim History Review

QNN542X3

Pol no: F 93 CA6580 0 Insured: KIRK, RANDALL C

Oper: NG8T

Yr iss: 1996 Exp: 02-05-2008 Type: RENTAL DWELL 3 SAS:

Agt/AFO: 1520 F282

Status: 01 Prop amt: 60400 Ded: ALL PERILS 500 No claims: 1

No	Claim Number	Date of Loss	Cause/Reason	Status
1	01X517162	04-19-2006	35/HLC	CLOSED

	Reserve Amount	Paid Amount	Recovery Amount	Expense Amount	Mold Ind Amount
1	0	3184	0	467	0

INSURED KIRK, RANDALL C

Initial dt closed: 07-08-2007

Selections: \_\_\_\_\_  
 Next System: PDQ PDQ screen: UND Page: 1

07/10/12  
 08:31:00  
 @NG8T

SF- Kirk- 5438 16th St.  
 SF-00092

AL-MISS (09)

Claim Detail Cause

QNN544T0

Pol no: F 93 CA6580 0 SAS: Type: RENTAL DWELL 3  
 Insured: KIRK, RANDALL C Agt: 1520 HOLLEY, DONALD A  
 PO BOX 384 Exp: 02-05-2008  
 Status: 01 NOT IN BILL CYCLE R No claims: 1  
 Yr iss: 1996 Prop amt: 60400  
 Ded: ALL PERILS 500

Claim no: 01X517162 Dt of loss: 04-19-2006 Dt closed: 07-08-2007 RC:  
 Pol no: F 93 CA6580 0 Dt reported: 06-28-2007 Indem amt pd: 3184.20  
 Agent: 1520 Suit/ADR: Y/ Reserve amt: 0.00  
 Type: RENTAL DWELL 3 Cat code: RA Expense amt: 467.00  
 Unit: 4 8 Salvage: NO Recovery amt: 0.00  
 Status: CLOSED Subrogation: NO Mold ind amt: 0.00  
 Claim off: MONTGOMERY OP CN

Ins: KIRK, RANDALL C Claimant:  
 PO BOX 384 Claimant dt of birth:  
 Adjuster: ANGELA B PIERCE Adjuster phone no: 334-213-1082  
 Und Rev: Initial dt closed: 07-08-2007

Cause/Line: 35/RD WIND OR HAIL - BUILDING  
 Status: PD CLOSED BY FINAL INDEMNITY PAYMENT  
 Indem amt pd: 3184.20 Reserve amt: 0.00 Loc no: 0001  
 Expenses pd: 467.00 Recovery amt: 0.00  
 Comment: HL HAIL LOSS

Cause/Line:  
 Status:  
 Indem amt pd: Reserve amt: Loc no:  
 Expenses pd: Recovery amt:  
 Comment:

Next system: PDQ PDQ screen: UND Page: 1

07/10/12  
 @NG8T

SF- Kirk- 5438 16th St.  
 SF-00093

AL-MISS (09) \*\*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\*\* QNB007B7

F 93 CA6580 0 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
RENEWAL COMM RELEASED (RENEWAL WRITTEN PREM RELEASED PREVIOUSLY)		02-06-2007		
WRITTEN PREM RELEASED WITHOUT COMM (RENEWAL EFFECTIVE DATE REACHED)		02-05-2007		
BILLING		12-22-2006	02-05-2007	467.00
WRITTEN PREM AND COMM RELEASED		01-06-2006		
BILLING		12-22-2005	02-05-2006	441.00
WRITTEN PREM AND COMM RELEASED		01-18-2005		
BILLING		12-22-2004	02-05-2005	427.00
REINSPECTION Region	CMS8	08-05-2004	02-23-2004	
TOWNCLASS CHANGED BY RECODE		02-13-2004	02-13-2004	
WRITTEN PREM AND COMM RELEASED		01-08-2004		
BILLING		12-22-2003	02-05-2004	409.00
1ST ADDITIONAL INTEREST CHANGED OLD MTG - MC CORMICK, E G	GGC3	10-01-2003	09-26-2003	
WRITTEN PREM AND COMM RELEASED		01-06-2003		

\*\*\* OVERFLOW - PRESS PF14 \*\*\*

PDQ SCREEN \_\_\_\_\_ NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_07/10/12  
ID: NG8TSF- Kirk- 5438 16th St.  
SF-00094

AL-MISS (09) \*\*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\*\* QNB007B7

F 93 CA6580 0 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
BILLING		12-23-2002	02-05-2003	342.00
TERRITORY ZONE CHANGED BY RECODE		04-17-2002	04-17-2002	
WRITTEN PREM AND COMM RELEASED		01-03-2002		
BILLING		12-21-2001	02-05-2002	306.00
WRITTEN PREM AND COMM RELEASED		01-12-2001		
BILLING		12-22-2000	02-05-2001	250.00
WRITTEN PREM AND COMM RELEASED		12-30-1999		
BILLING		12-14-1999	02-05-2000	243.00
FPA ADDED		12-07-1999	12-07-1999	
NAME AND ADDRESS CHANGE INSURED NAME AND/OR ADDRESS CHANGE	AQF7	02-05-1999		
WRITTEN PREM AND COMM RELEASED		01-11-1999		
BILLING		12-23-1998	02-05-1999	235.00
WRITTEN PREM AND COMM RELEASED		01-07-1998		
BILLING		12-22-1997	02-05-1998	233.00

\*\*\* OVERFLOW - PRESS PF14 \*\*\*

PDQ SCREEN \_\_\_\_\_ NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_07/10/12  
ID: NG8TSF- Kirk- 5438 16th St.  
SF-00095

AL-MISS (09) \*\*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\*\* QNB007B7

F 93 CA6580 0 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
DECREASE ENDORSEMENT PROTECTION CLASS CHANGED	AQF7	06-13-1997	05-01-1997	18.41
CODE CHANGE	AQF7	06-12-1997	06-12-1997	
TOWNCLASS CHANGED BY RECODE		04-10-1997	04-10-1997	
WRITTEN PREM AND COMM RELEASED		01-03-1997		
BILLING		12-23-1996	02-05-1997	252.00
REINSPECTION Agent	AQF7	02-15-1996	02-05-1996	
NEW BUSINESS	AQF7	02-15-1996	02-05-1996	249.00

PDQ SCREEN \_\_\_\_\_ NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_07/10/12  
ID: NG8TSF- Kirk- 5438 16th St.  
SF-00096

AL-MISS (09) \*\*\*\*\* HISTORY OF JOURNAL ACTIVITY SCREEN \*\*\*\*\* QND536A2

93 CA6580 0 NAME KIRK, RANDALL C TYPE RENTAL DWELL 3

JNL DATE	JNL CO	AMOUNT	ACCOUNT	REMITTER/ PAYEE	CROSS REFERENCE	BALANCE DUE
02-07-07	PCT F	467.00	CR 336-00 CASH SUSP	INS		
	PCT F	467.00	DR 307-74 CPC PYMT	INS	IE20	
02-06-07	PCT F	467.00	DR 336-00 CASH SUSP			
	PCT F	467.00	CR 235-12 PICC			
02-05-07	PCT F	467.00	CR 010-04 WRIT PREM			
	PCT F	467.00	DR 235-12 PICC			467.00
01-06-06	PCT F	441.00	CR 010-04 WRIT PREM			
	PCT F	441.00	CR 336-00 CASH SUSP	INS		
	PCT F	441.00	DR 336-00 CASH SUSP			
	PCT F	441.00	DR 307-74 CPC PYMT	INS	I892	

PDQ SCREEN HIST NEXT SYSTEM PDQ

07/10/12  
@NG8T



Insured: Kirk, Randall  
Policy: 93-CA6580

Eff/Ren date:  
Survey type: Limited  
FUSR: 78T15BNHGRN5

Location street: 5438 16th ST Sw  
Location city: Lanett, AL 36863  
Location county:  
Mailing street: 5438 16th ST Sw  
Mailing city: Lanett, AL 36863

Hours of operation: to:

Contact:  
Contact title:  
Contact phone:

Survey status: Reviewed  
Action taken on Policy: Issued

Date requested: 02/20/04 Date due: 03/20/04  
Date completed: 02/23/04 Date reviewed: 08/05/04

Completed by: Keith Murdock  
Reviewed by: Alex Fitts

Special comments:

02-23-4 The requested survey type "Residential P  
& C" has not been completed. See narrative for additional  
information.

-----  
Request - Policy

Assigned to: Murdock, Keith  
Requested by: Fitts, Alex

Agent name: Holley, Donny  
Agent code: 1520  
AFO: F282

Application status: Written

Coverage amounts  
Building:  
Contents:  
Liability:

Other policies: No

-----  
Summary Page

Sources of information  
None

Attitude favorable: N/A

SF- Kirk- 5438 16th St.  
SF-00098

Recs discussed with insured: N/A  
Expect compliance: N/A  
Recs discussed with agent: N/A  
Risk meets CLM requirements: N/A  
Future surveys suggested: N/A

Opinion of risk: Satisfactory

Date surveyed: 02/23/04

-----  
Narrative Page

AQA survey -- back door needs to be replaced and a  
door needs to be added to a side entrance (see photos)

-----  
Narrative - Unsatisfactory items or concerns

Summary - Source of information - none

-----  
Recommendations Summary

Required:

None present

Suggested:

None present

-----  
Commercial Cost Guide Worksheet

No cost guide information entered

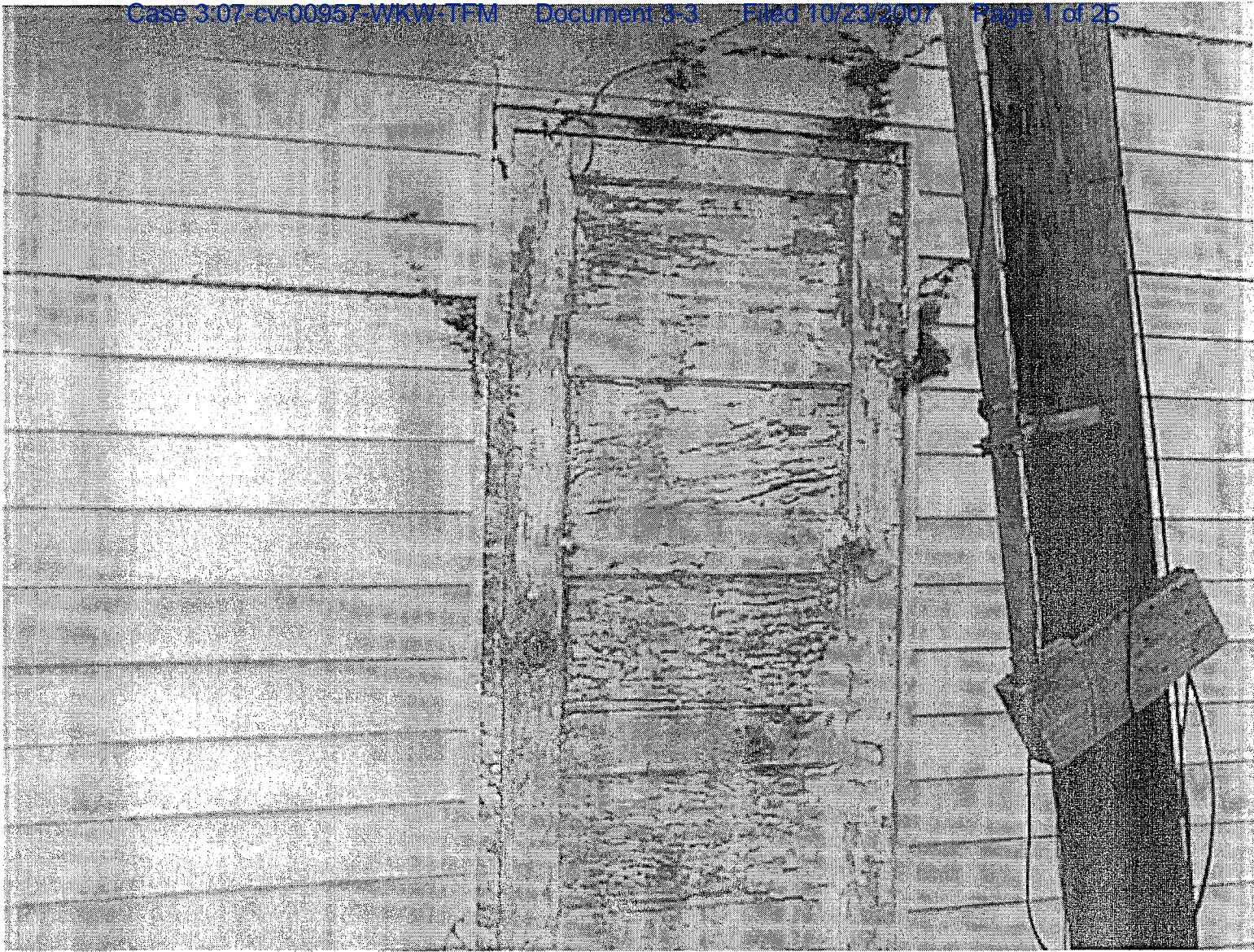
-----  
Directions

No information entered

-----  
Comments

No information entered  
-----





SF- Kirk- 5438 16th St.  
SF-00100





SF- Kirk- 5438 16th St.  
SF-00101





SF- Kirk- 5438 16th St.  
SF-00102





SF- Kirk- 5438 16th St.  
SF-00103

# State Farm Insurance Companies®



DOCUMENT HAS BEEN TRANSMITTED TO AGENT  
August 13, 2004

Birmingham Operations Center  
100 State Farm Parkway  
P.O. Box 2661  
Birmingham, Alabama 35297-0001

|||||

Kirk, Randall C  
PO Box 384  
Lanett AL 36863-0384

27

Re: Policy Number - 93-CA-6580-0 <sup>K</sup>  
Policy Type - Rental Dwelling  
Location - 5438 16th St Sw  
Lanett AL

Dear Policyholder:

Recently a State Farm representative visited your rental dwelling to obtain additional underwriting information. We believe there are some positive measures that can be taken which could reduce the potential for loss. We would appreciate your assistance in making the following improvements:

1. Replace rear door on dwelling
2. Install door on side entrance.

Your cooperation with the above underwriting requirements within the next 30 days would be appreciated. You are a valued policyholder, and we hope that by giving notice of the condition(s) you need to correct, we can continue to serve your needs. Your agent, or in some cases an underwriting representative, may contact you to review these improvements.

PLEASE NOTE.....our underwriting recommendations do not necessarily include all potential sources of loss. Nor are we guaranteeing that if you comply with them your property will necessarily be considered safe or healthful, or in compliance with any law, rule or regulation.

If you have any questions, please contact your agent.

Sincerely,

Alex Fitts  
Commercial Accounts Underwriter  
State Farm Fire and Casualty Company

cc: Donny Holley, 01-1520/F232

SF- Kirk- 5438 16th St.  
SF-00104



RENTAL DWELLING APPLICATION		State Farm Fire and Casualty Insurance Co. of Illinois Bloomington, Illinois		OFFICE 93 - CA 6580 - 01		Page 6 of 25	
New Policy / Renewal / End of Policy Number		Effective Date		Term		12 Months	
NAME (Last Name)		First Name		Middle Name or Initial		Co-applicant's Name (if applicable)	
Address		City		State		ZIP Code	
Location (if different from mailing address)		City		State		ZIP Code	
Applicant's Social Security Number		Applicant's Social Security Number		Telephone Number		Telephone Number	
Applicant is: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership (give names of partners in Remarks) <input type="checkbox"/> Other (describe)		Applicant's specific occupation		Salesman			
Has the applicant had any losses, insured or not, in the past three years (fire, wind, crime, etc.)?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, complete Loss section on back			
Most recent company insurer		Company Name		From		To	
Is there a Comprehensive Liability policy in force?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Is the building part of a Homeowners Association?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Purchased 1996		Purchase price 29,000		Current market value 3,000			
Who is responsible for the maintenance and repair of the property?		Applicant <input type="checkbox"/> Rental supervisor <input type="checkbox"/> Other (explain in Remarks)		Date		2/15/96	
Number of rental dwellings currently owned by applicant		3		Number insured		1	
Any business (including child care) conducted on the premises?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If yes, explain in Remarks			
Age of roof		8 yrs		Condition		Good	
Indicate any of the following might be of concern		Roof damage <input type="checkbox"/> Curled shingles <input type="checkbox"/> Patched areas <input type="checkbox"/> Missing or replaced ridge row <input type="checkbox"/> Stain or rotting under eaves <input type="checkbox"/> Any interior leaks <input type="checkbox"/>		BLDR'S RISK ONLY: Does the applicant own any other locations or conduct any other operations?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Home Alert 2 (from front door)		Does the dwelling have smoke detectors and do they meet code requirements?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If yes, explain in Remarks	
How long have you owned the applicant?		1-10 yrs		Date you personally surveyed the premises		2/15/96	
Location		City		Year built		1945	
Occupied <input checked="" type="checkbox"/> Vacant <input type="checkbox"/>		If yes, explain in Remarks		Seasonal occupancy?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Number of living units in this division		One		Is risk inside city limits?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Type of primary paying fire dept.		Ladder		Is risk outside city limits?		mi.	
ECHO I.V. Construction (for I.V.)		Pre-1940 <input type="checkbox"/> Post-1940 <input checked="" type="checkbox"/>		Ground floor sq. ft. area		1 Story <input type="checkbox"/> 2 Story <input type="checkbox"/> Tri-level <input type="checkbox"/> 1 1/2 Story <input type="checkbox"/> Bi-level <input type="checkbox"/> Other <input type="checkbox"/>	
Basement <input type="checkbox"/> Post-1980 adjustment		Home includes common walls <input type="checkbox"/> Slab <input type="checkbox"/>		# of living ways/porches		Central air <input type="checkbox"/> Ducts <input type="checkbox"/> Family room add. sq. ft. area	
Finished bsmt. sq. ft. area		# of hearths		# of masonry chimneys		1 car <input type="checkbox"/> 3 car <input type="checkbox"/> Attached garage <input type="checkbox"/> Built-in garage <input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Carport <input type="checkbox"/>	
Kitchen package <input type="checkbox"/> Multi-family # of families		Other features: Hot tub <input type="checkbox"/> Sauna <input type="checkbox"/> Solar hot water system <input type="checkbox"/> Wet bar <input type="checkbox"/> Wood stove(s) how many?		Sauna <input type="checkbox"/> Solar hot water system <input type="checkbox"/> Wet bar <input type="checkbox"/>		Wood stove(s) how many?	
Finished attic/room over garage sq. ft. area		Floor: Comp. shingle <input type="checkbox"/> Metal <input type="checkbox"/> Other <input type="checkbox"/>		Unfinished lower level sq. ft. area		Describe any other features in Remarks	
Basic R.C.		Total R.C.		Total R.C.		Total R.C.	
Special Form <input checked="" type="checkbox"/>		Other (specify)		500			
A. Dwelling		2,200		B. Business Property (total amount)		1,650	
C. Loss of Rents		1,650		D. Business Liability (each occurrence)		1,650	
E. Premises Medical Payments		1,650		F. Other		1,650	
Named add'l insured		F. G. M.		Amount paid		249.00	
2nd Named add'l insured		L. S. S.		TOTAL PREMIUM		\$249.00	
BILLING		RENEW		BILLS		Insured <input checked="" type="checkbox"/> Mtg. <input type="checkbox"/> Svc. Agt. <input type="checkbox"/>	
Date and Time of Application		2/15/96		Hour		11:00 a.m.	

SF-Kirk-5438 16th St.  
SF-00105



LOSSES		DATE OF LOSS	TYPE OF LOSS	TOTAL AMT. OF LOSS

FLORIDA/COASTAL ONLY:	Is the risk in a windstorm association underwriting area?	Yes: No	Does the applicant have a policy with the Florida Windstorm Association?	Yes: No	Is risk in a flood area?	Yes: No	Does applicant have flood insurance?	Yes: No
	COASTAL ONLY: Is the building located within 1,000 ft. at high tide of the ocean, gulf, bay, harbor, open body of water, or located on an island?	Yes: No	If yes, give reason for submission in Remarks and refer to Underwriting Guide for information required. If located on an island, give name of island.					

HOME ALERT	CHECK ALL THAT APPLY:											
	<input checked="" type="checkbox"/> Fire or Smoke Local Alarm	<input type="checkbox"/> Dead Bolt Locks	<input type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Burglar Alarm System	<input type="checkbox"/> Burglar Alarm reporting to fire dept., police dept. or central station	<input type="checkbox"/> Fire or Smoke Detectors with digital or voice-synthesized telephone dialer						
	*ALSO COMPLETE THE FOLLOWING QUESTIONS:						Name of system					
	Name and address of company that installed the system						Date installed					
Frequency of maintenance and testing						System is designed to protect against:				Fire	Burglary	Both Fire and Burglary
Name and address of central/police station to which system reports												

OVER 30	Heating	Age (yrs.)	Type	Central	Space	<input checked="" type="checkbox"/> Vented <input type="checkbox"/> Unvented	Other (specify)	Fuel	Gas	Oil	Coal	Other (specify)	Thermostat controlled?	Yes	No						
	Wiring	Age (yrs.)	Type	Knob-Tubes	Romex	Conduit	No. of fuses	15 Amp	20 Amp	30 Amp	Other	No. of circuit breakers	15 Amp	20 Amp	30 Amp	40 Amp	50 Amp	60 Amp	100 Amp	Other	Rating of main box (in amps)
	Has any remodeling been done?	Yes	No	If yes, describe in Remarks: (1) extent of remodeling; (2) cost of improvements; (3) individual or firm that did work; and (4) earliest year updated.																	

REMARKS																					
<p style="text-align: center;">27</p> <div style="border: 1px solid black; width: 100px; height: 50px; margin: 0 auto;"></div> <p style="text-align: right;">21</p> <p style="text-align: right;">21</p> <p style="text-align: right;">16</p>																					

SF- Kirk- 5438 16th St.  
SF-00106



**YOUR  
STATE FARM  
RENTAL DWELLING  
POLICY**

FP-8103.3  
(5/88)

PRINTED  
IN  
U.S.A.

SF- Kirk- 5438 16th St.  
SF-00107

# **TABLE OF CONTENTS**

## **DECLARATIONS**

Your Name  
Location of Your Residence  
Policy Period  
Coverages  
Limits of Liability  
Deductibles

**Begins on Page**

<b>AGREEMENT</b>	1
<b>DEFINITIONS</b>	1
<b>SECTION I - YOUR PROPERTY</b>	
<b>COVERAGES</b>	2
Coverage A - Dwelling	2
Coverage B - Personal Property	2
Coverage C - Loss of Rents	3
Additional Coverages	3
Inflation Coverage	5
<b>LOSSES INSURED</b>	5
<b>LOSSES NOT INSURED</b>	5
<b>CONDITIONS</b>	7
<b>SECTION II - YOUR LIABILITY</b>	
<b>COVERAGES</b>	9
Coverage L - Business Liability	9
Coverage M - Premises Medical Payments	10
<b>EXCLUSIONS</b>	10
<b>ADDITIONAL COVERAGES</b>	13
<b>CONDITIONS</b>	13
<b>SECTION I AND II - CONDITIONS</b>	14
<b>OPTIONAL PROVISIONS</b>	15

Includes copyrighted material of State Farm Fire and Casualty Company.  
Copyright, State Farm Fire and Casualty Company, 1983.

FP-8103.3  
(5/88)

Printed in U.S.A.

**SF- Kirk- 5438 16th St.**  
**SF-00108**

## RENTAL DWELLING POLICY - SPECIAL FORM 3

### AGREEMENT

We agree to provide the insurance described in this policy. provisions of this policy.  
 You agree to pay premiums when due and comply with the

### DEFINITIONS

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

1. **"bodily injury"** means bodily harm, sickness or disease. This includes required care, loss of services and death resulting therefrom. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person.
2. **"contract"** means any written **contract** or agreement wherein the **named insured** has expressly assumed liability for damages to which this policy applies.
3. **"Declarations"** means the policy **Declarations**, any amended **Declarations**, the most recent renewal notice or certificate, an Evidence of Insurance form, or any endorsement changing any of these.
4. **"insured"** means:
  - a. if the **named insured** is designated in the **Declarations** as an individual and is a sole proprietor, the **named insured** and spouse;
  - b. if the **named insured** is designated in the **Declarations** as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof;
  - c. if the **named insured** is designated in the **Declarations** as other than an individual, partnership or joint venture, the organization trustees, directors or governors or stockholder thereof while acting within the scope of their duties;

- d. any employee of the **named insured** while acting within the scope of that employment;
- e. any person or organization while acting as real estate manager for the **named insured**.

The insurance afforded applies separately to each **insured** against whom claim is made, or suit is brought, except with respect to the limit of our Company's liability.

This insurance does not apply to **bodily injury** or **personal injury** or **property damage** arising out of the conduct of any partnership or joint venture which is not designated in this policy as a **named insured**.

5. **"insured premises"** means:
  - a. the **residence premises**;
  - b. one or two family premises of which you acquire ownership or control and for which you report your intention to insure under this policy within 30 days after acquisition;
  - c. the ways immediately adjoining on land; and
  - d. one or two family dwelling premises alienated by any **insured** if possession has been given to others.
6. **"motor vehicle"**, when used in Section II of this policy, means:
  - a. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration. A motorized land vehicle in dead storage on an **insured premises** is not a **motor vehicle**;
  - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration. A boat, camp, home or utility trailer not being towed by or carried on a vehicle included in 6.a. is not a **motor vehicle**;

- c. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any insured and designed for recreational use off public roads, while off an insured premises. A motorized golf cart while used for golfing purposes is not a motor vehicle;
  - d. a motorized bicycle, tricycle or similar type of equipment owned by any insured while off an insured premises;
  - e. any vehicle while being towed by or carried on a vehicle included in 6.a., 6.b., 6.c., or 6.d.
7. "named insured" means the person or organization named in the **Declarations** of this policy.
  8. "occurrence", when used in Section II of this policy, means an accident, including exposure to conditions, which results in:
    - a. bodily injury;
    - b. property damage; or

c. **personal injury**;

during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **occurrence**.

9. "personal injury" means injury arising out of one or more of the following offenses:
  - a. false arrest, detention or imprisonment or malicious prosecution;
  - b. libel, slander or defamation of character; or
  - c. invasion of privacy, wrongful eviction or wrongful entry.
10. "property damage" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any insured is not considered to be **property damage**.
11. "residence premises" means the one or two family dwelling, other structures, and grounds which is shown in the **Declarations**.

## SECTION I - COVERAGES

### COVERAGE A - DWELLING

We cover:

1. the dwelling on the **residence premises** shown in the **Declarations** used principally as a private residence, including structures attached to the dwelling;
2. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling or other structures on the **residence premises**;
3. wall-to-wall carpeting attached to the dwelling on the **residence premises**; and
4. outdoor antennas.

Except as specifically provided in the **SECTION I, ADDITIONAL COVERAGES**, for **Land**, we do not cover land or any costs required to replace, rebuild, stabilize or otherwise restore the land.

**Dwelling Extension.** We cover other structures on the **residence premises**, separated from the dwelling by clear

space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

1. not permanently attached to or otherwise forming a part of the realty;
2. used in whole or in part for commercial, manufacturing or farming purposes; or
3. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

### COVERAGE B - PERSONAL PROPERTY

We cover personal property owned or used by any insured which is rented or held for rental with the **residence premises** or used for the maintenance of the **residence premises**. This coverage applies only while the personal property is on the **residence premises** or temporarily off premises for repairs.

**Property Not Covered.** We do not cover:

1. articles separately described and specifically insured in this or any other insurance;
2. animals, birds or fish;
3. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those used solely for the service of the **residence premises** and not licensed for use on public highways;
4. watercraft, including motors, equipment and accessories;
5. aircraft and parts;
6. outdoor signs.

**COVERAGE C - LOSS OF RENTS**

The limit of liability for Coverage C is the total limit for all the following coverages.

1. **Fair Rental Value.** If a Loss Insured causes that part of the **residence premises** rented to others or held for rental by you to become uninhabitable, we cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental but not exceeding 12 consecutive months from the date of loss. This period of time is not limited by expiration of this policy. Fair rental value shall not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
2. **Prohibited Use.** If a civil authority prohibits you from use of the **residence premises** as a result of direct damage to neighboring premises by a Loss Insured in this policy, we cover any resulting Fair Rental Value loss for a period not exceeding two weeks during which use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement.

**ADDITIONAL COVERAGES**

1. **Debris Removal.** We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril

causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.

2. **Reasonable Repairs.** We will pay the reasonable cost incurred by you of repairing damage to covered property necessary to protect the property from further damage or loss, provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.
3. **Trees, Shrubs and Other Plants.** We cover outdoor trees, shrubs, plants or lawns, on the **residence premises**, for loss caused by the following Losses Insured: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the **residence premises**, Vandalism or malicious mischief or Theft. The limit of liability for this coverage shall not exceed 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants and lawns nor more than \$500 for any one tree, shrub or plant. This coverage may increase the limit of liability otherwise applicable. We do not cover property grown for business purposes.
4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
5. **Property Removed.** Covered property, while being removed from a premises endangered by a Loss Insured, is covered for direct loss from any cause. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.
6. **Personal Effects.** We will pay up to \$500 for loss at the **residence premises** caused by a Loss Insured to personal effects of others while such property is in your



care, custody or control. This coverage is subject to the limitations and exclusions applicable to Coverage B - Personal Property. This coverage is limited to \$100 per person and does not increase the limit of liability applying to Coverage B - Personal Property.

7. **Burglary.** We will pay for loss of personal property owned or used by any insured which is rented or held for rental with the residence premises, when the loss is from a known location within a building on the residence premises when it is probable that the property has been stolen and there is visible evidence of forcible entry to or forcible exit from that building. This coverage does not increase the limit of liability applying to Coverage B - Personal Property.
8. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.
9. **Land.** We will pay up to \$10,000 for the cost required to replace, rebuild, stabilize or otherwise restore the land necessary to support the insured dwelling sustaining a covered loss. This may increase the limit applying to the property.

10. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:

- a. volcanic blast or airborne shock waves;
- b. ash, dust or particulate matter; or
- c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limits applying to the damaged property.

11. **Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, volcanic action, falling objects, weight of ice, snow or sleet, water damage, breakage of building glass, all only as insured against in this policy;

- (1) falling objects does not include loss of or damage to:

- (a) personal property in the open; or
- (b) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object;

- (2) water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam;

- b. hidden decay;

- c. hidden insect or vermin damage;

- d. weight of contents, equipment, animals or people;

- e. weight of ice, snow, sleet or rain which collects on a roof; or

- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e., and f. unless the loss is a direct result of the collapse of a building.

SF- Kirk- 5438 16th St.  
SF-00112

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit applying to the damaged property.

#### **INFLATION COVERAGE**

The limits of liability shown in the **Declarations** for Coverages A and B will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A and Coverage B separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy, the Coverage A limit of liability is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

### **SECTION I - LOSSES INSURED**

#### **COVERAGE A - DWELLING AND COVERAGE B - PERSONAL PROPERTY**

We insure for accidental direct physical loss to the property described in Coverage A and Coverage B, except as provided in Section I - Losses Not Insured.

### **SECTION I - LOSSES NOT INSURED**

1. We do not insure for loss to the property described in Coverage A and Coverage B either consisting of, or directly and immediately caused by, one or more of the following:

- a. collapse, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES** for Collapse;

- b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:

- (1) maintain heat in the building; or
- (2) shut off the water supply and drain the system and appliances of water;

- c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock;

- d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is completed and occupied;

- e. theft of any property which is not actually part of any building or structure;

- f. mysterious disappearance;

- g. vandalism and malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- h. continuous or repeated seepage or leakage of water or steam from a:

- (1) heating, air conditioning or automatic fire protective sprinkler system;

- (2) household appliance; or

- (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

SF- Kirk- 5438 16th St.  
SF-00113



which occurs over a period of time and results in deterioration, rust, mold, or wet or dry rot. If loss is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

- i. wear, tear, marring, scratching, deterioration, inherent vice, latent defect and mechanical breakdown;
- j. rust, mold, or wet or dry rot;
- k. contamination;
- l. smog, smoke from agricultural smudging or industrial operations;
- m. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;
- n. birds, vermin, rodents, insects or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals.

However, we do insure for any ensuing loss from items a. through n. unless the loss is itself a Loss Not Insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss.
  - a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
  - b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake,

landslide, mudflow, sinkhole, subsidence and erosion. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES for Volcanic Action**.

We do insure for any direct loss by fire, explosion other than explosion of a volcano, theft, or breakage of glass or safety glazing materials resulting from earth movement.

**c. Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- (3) natural water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for direct loss by fire, explosion, or theft resulting from water damage.

- d. **Neglect**, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Loss Insured.
- e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by

the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke. However, we do insure for direct loss by fire resulting from the nuclear hazard.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
  - a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

- b. defect, weakness, inadequacy, fault or unsoundness in:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, construction, grading, compaction;
- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the residence premises.

However, we do insure for any ensuing loss from items a. and b. unless the ensuing loss is itself a Loss Not Insured by this Section.

## SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:
  - a. to the insured for an amount greater than the insured's interest; nor
  - b. for more than the applicable limit of liability.
2. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you shall see that the following duties are performed:
  - a. give immediate notice to us or our agent, and in case of theft, vandalism, or malicious mischief, also to the police;
  - b. protect the property from further damage or loss, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
  - c. prepare an inventory of damaged personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

- d. as often as we reasonably require:
  - (1) exhibit the damaged property;
  - (2) provide us with records and documents we request and permit us to make copies; and
  - (3) submit to examinations under oath and subscribe the same;
- e. submit to us, within 60 days after the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - (1) the time and cause of loss;
  - (2) interest of the insured and all others in the property involved and all encumbrances on the property;
  - (3) other insurance which may cover the loss;
  - (4) changes in title or occupancy of the property during the term of this policy;
  - (5) specifications of any damaged building and detailed estimates for repair of the damage;
  - (6) an inventory of damaged personal property described in 2.c.;
  - (7) records supporting the fair rental value loss.

SF- Kirk- 5438 16th St.  
SF-00115

**3. Loss Settlement.** Covered property losses are settled as follows:

- a. Personal property and structures that are not buildings at actual cash value, up to the applicable limit of liability, at the time of loss. There may be deduction for depreciation. We will not pay an amount exceeding that necessary to repair or replace;
- b. Carpeting, domestic appliances, awnings and outdoor antennas, whether or not attached to buildings, at actual cash value, up to the applicable limit of liability, at the time of loss. We will not pay an amount exceeding that necessary to repair or replace;
- c. Buildings under Coverage A at replacement cost without deduction for depreciation, subject to the following:
  - (1) We will not pay more than the \$10,000 limit on **Land** as provided in **SECTION I, ADDITIONAL COVERAGES**.
  - (2) We will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
    - (a) the limit of liability under this policy applying to the building;
    - (b) the replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
    - (c) the amount actually and necessarily spent to repair or replace the damaged building.
  - (3) We will pay the actual cash value of the damage to the buildings, up to the policy limit, until actual repair or replacement is completed.
  - (4) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

**4. Loss to a Pair or Set.** In case of loss to a pair or set, we may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between actual cash value of the property before and after the loss.

**5. Glass Replacement.** Loss for damage to glass caused by a Loss Insured shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

**6. Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

**7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

**8. Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the date of loss or damage.

**9. Our Option.** We may repair or replace any part of the property damaged or stolen with equivalent property.

Any property we pay for or replace becomes our property.

10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

11. **Abandonment of Property.** We need not accept any property abandoned by any insured.

12. **Mortgage Clause.** The word "mortgagee" includes trustee.

- a. If a mortgagee is named in this policy, any loss payable under Coverage A shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
- b. If we deny your claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
  - (1) notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - (2) pays any premium due under this policy on demand if you have neglected to pay the premium;
  - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from us of

your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

- c. If this policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect.

- d. If we pay the mortgagee for any loss and deny payment to you:

- (1) we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- (2) at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

- e. Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

14. **Intentional Acts.** If you or any person insured under this policy causes or procures a loss to property covered under this policy for the purpose of obtaining insurance benefits, then this policy is void and we will not pay you or any other insured for this loss.

## SECTION II - LIABILITY COVERAGES

### COVERAGE L - BUSINESS LIABILITY

If a claim is made or a suit is brought against any insured for damages because of **bodily injury, personal injury, or property damage** to which this coverage applies, caused by an **occurrence**, and which arises from the ownership, maintenance, or use of the **insured premises**, we will:

1. pay up to our limit of liability for the damages for which the insured is legally liable; and

2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals our limit of liability.

SF- Kirk- 5438 16th St.

SF-00117

The total limit of the Company's liability for all occurrences in any one policy year shall not exceed the annual aggregate limit shown in the **Declarations** for Coverage L - Business Liability.

#### **COVERAGE M - PREMISES MEDICAL PAYMENTS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of

an accident causing **bodily injury** which arises out of a condition on the **insured premises** or for which the **insured** is provided **bodily injury** liability coverage under this policy. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

### **SECTION II - EXCLUSIONS**

#### **1. Coverage L - Business Liability and Coverage M - Premises Medical Payments do not apply to:**

##### **a. bodily injury, personal injury, or property damage:**

(1) which is either expected or intended by an **insured**; or

(2) to any person or property which is the result of willful and malicious acts of an **insured**;

##### **b. bodily injury, personal injury, or property damage arising out of the rendering or failing to render professional services;**

##### **c. bodily injury, personal injury, or property damage arising out of the ownership, maintenance, use, loading or unloading of:**

(1) aircraft;

(2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; or

(3) any watercraft owned by or operated by, or rented or loaned to any **insured**;

##### **d. bodily injury, personal injury, or property damage arising out of:**

(1) the entrustment by any **insured** to any person;

(2) the negligent supervision by any **insured** of any person;

(3) any liability statutorily imposed on any **insured**; or

(4) any liability assumed through an unwritten or written agreement by any **insured**;

with regard to the ownership, maintenance or use of any aircraft, watercraft, or **motor vehicle** (or any other motorized land conveyance) which is not covered under Section II of this policy;

##### **e. bodily injury, personal injury, or property damage caused directly or indirectly by war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;**

##### **f. bodily injury, personal injury, or property damage arising out of premises, other than the **insured premises**, or to liability assumed by the **insured** under any contract or agreement relating to such premises;**

##### **g. to bodily injury or property damage for which the **insured** may be held liable:**

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or

(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:

(a) by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or

(b) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or



which causes or contributes to the intoxication of any person;

but part (b) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

h. the legal liability of any **insured** to:

(1) any person who is in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**;

(2) any person who makes a claim because of **bodily injury or property damage** to any person who is in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**;

i. **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, spill, release or escape of pollutants:

- (1) at or from premises owned, rented or occupied by the **named insured**;
- (2) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;
- (3) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(4) at or from any site or location on which the **named insured**, employee or any contractor or subcontractor working directly or indirectly on behalf of the **named insured** is performing operations:

- (a) if the pollutants are brought on or to the site or location in connection with such operations; or
- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraphs (1) and (4)(a) of this exclusion do not apply to **bodily injury or property damage** caused by heat, smoke or fumes which result from a hostile fire or poisoning or asphyxiation due to escape of fumes from a furnace or flue because of a malfunction of the furnace or flue.

In addition, Coverage L and Coverage M do not apply to loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;

As used in this exclusion:

"hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

"pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

"waste" includes materials to be recycled, reconditioned or reclaimed.

j. **bodily injury** to an employee of the **insured** arising out of and in the course of employment by the **insured** or the spouse, child, parent, brother or sister of that employee as a consequence of employment of that employee by the **insured**.

This exclusion applies:

- (1) whether the **insured** may be liable as an employer or in any other capacity; and

SF- Kirk- 5438 16th St.

SF-00119

FORM 3

- (2) to any obligation to share damages with or re-pay someone else who must pay damages because of the injury;
- k. **bodily injury** to you or any **insured** and if residents of your household:
  - (1) your relatives;
  - (2) any other person under the age of 21 who is in the care of an **insured**.
- 2. **Coverage L - Business Liability**, does not apply to:
  - a. liability:
    - (1) for your share of any loss assessment charged against all members of an association of property owners; or
    - (2) assumed under any unwritten contract or agreement, or by contract or agreement in connection with any business of the **insured** other than the rental of the **insured premises**;
  - b. **property damage** to property owned by any **insured**;
  - c. **property damage** to property rented to, occupied or used by or in the care of the **insured**;
  - d. **bodily injury** or **personal injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by the **insured** under any workers' or workmen's compensation, non-occupational disability or occupational disease law;
  - e. **bodily injury, personal injury, or property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors;
- f. **personal injury** caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any **insured**;
- g. **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of the person by the **insured**;
- h. **personal injury** arising out of any publication or utterance in item b. of the definition of **personal injury**:
  - (1) if the first injurious publication or utterance of the same or similar material by or on behalf of the **insured** was made prior to the effective date of this insurance; or
  - (2) concerning any business or services made by or at the direction of any **insured** with knowledge of the falsity;
- i. **property damage** or **personal injury** to premises you sell, give away or abandon, if the **property damage, or personal injury** arises out of those premises.
- 3. **Coverage M - Premises Medical Payments** does not apply to **bodily injury**:
  - a. to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, non-occupational disability or occupational disease law;
  - b. from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
  - c. to any **insured**, any tenant or other person regularly residing on the **insured premises** or to any employees of any of the foregoing if the **bodily injury** arises out of or in the course of their employment;
  - d. to any person engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises.

**SECTION II - ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

1. **Claim Expenses.** We pay:
  - a. expenses incurred by us and costs taxed against any insured in any suit we defend;
  - b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for Coverage L. We are not obligated to apply for or furnish any bond;
  - c. reasonable expenses incurred by any insured at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day for assisting

us in the investigation or defense of any claim or suit;

- d. prejudgment interest awarded against the insured on that part of the judgment we pay; and
- e. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by any insured for **bodily injury** covered under this policy. We will not pay for first aid to you or any other insured.

**SECTION II - CONDITIONS**

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is our limit for all damages from each **occurrence** regardless of the number of **insureds**, claims made or persons injured.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense payable for **bodily injury** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each insured. This condition shall not increase our limit of liability for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the insured shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:
  - a. give written notice to us or our agent as soon as practicable, which sets forth:
    - (1) the identity of this policy and insured;
    - (2) reasonably available information on the time, place and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;

- b. immediately forward to us every notice, demand, summons or other process relating to the accident or **occurrence**;

- c. at our request, assist in:

- (1) making settlement;
- (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any insured;
- (3) the conduct of suits and attend hearings and trials;
- (4) securing and giving evidence and obtaining the attendance of witnesses;

- d. the insured shall not, except at the insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **bodily injury**.

4. **Duties of an Injured Person - Coverage M - Premises Medical Payments.** The injured person, or, when appropriate, someone acting on behalf of that person, shall:

- a. give us written proof of claim, under oath if required, as soon as practicable;
- b. execute authorization to allow us to obtain copies of medical reports and records; and



- c. submit to physical examination by a physician selected by us when and as often as we reasonably require.
- 5. **Payment of Claim - Coverage M - Premises Medical Payments.** Payment under this coverage is not an admission of liability by any insured or us.
- 6. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a party to any action against any insured. Further, no action with re-

spect to Coverage L shall be brought against us until the obligation of the insured has been determined by final judgment or agreement signed by us.

- 7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any insured shall not relieve us of any of our obligations under this policy.
- 8. **Other Insurance - Coverage L - Business Liability.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## SECTION I AND SECTION II - CONDITIONS

- 1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury, personal injury, or property damage** under Section II which occurs during the period this policy is in effect.
- 2. **Concealment or Fraud.** This policy is void as to you and any other insured, if you or any other insured under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.
- 3. **Liberalization Clause.** If we adopt any revision which would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.
- 4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.
- 5. **Cancellation.**
  - a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.
  - b. We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to

you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:

- (1) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying you at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy or if the risk has changed substantially since the policy was issued. We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request can-

cancellation, the return premium will be based on our rules for such cancellation. The return premium may be less than a full pro rata refund. When we cancel, the return premium will be pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
6. **Non-Renewal.** We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.
7. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.
8. **Subrogation.** Any **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.  
  
If an assignment is sought, any **insured** shall sign and deliver all related papers and cooperate with us in any reasonable manner.  
  
Subrogation does not apply under Section II to Premises Medical Payments.

9. **Death.** If any person named in the **Declarations** or the spouse, if a resident of the same household, dies:

- a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. **insured** includes with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State will apply.

11. **Inspection and Audit.** We shall be permitted but not obligated to inspect your property and operations at any time. However, our right to inspect or our actual inspection and report shall not constitute an undertaking on your behalf or for your benefit or the benefit of others to determine or warrant that the property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

### OPTIONAL POLICY PROVISIONS

Each Optional Provision applies only as indicated in the **Declarations** or Extension Certificate.

**Option AI - Named Additional Insured.** The definition of **insured** in this policy includes the person or organization named in the **Declarations** as an additional insured or whose name is on file with us with respect to:

1. Section I: **Coverage A - Dwelling;**
2. Section II: **Coverage L - Business Liability and Coverage M - Premises Medical Payments** but only with respect to the **residence premises**. This coverage does not apply to **bodily injury** to any employee arising out of or in the course of the employee's employment by the person or organization.

This option applies only with respect to the location shown in the **Declarations**.

**Option RC - Replacement Cost - Contents.** Under **SECTION I - CONDITIONS**, items a. and b. of the Loss Settlement Condition are replaced with the following:

- a. (1) Fences and the following personal property at actual cash value at the time of loss:
  - (a) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
  - (b) articles whose age or history contribute substantially to their value including, but

SF- Kirk- 5438 16th St.

SF-00123

FORM 3

not limited to, memorabilia, souvenirs and collectors items;

(c) property not useful for its intended purpose.

(2) We will not pay:

(a) an amount exceeding that necessary to repair or replace the property; or

(b) an amount in excess of the limit of liability applying to the property.

b. Other personal property, carpeting, domestic appliances, awnings and outdoor antennas, whether or not attached to buildings, and other structures (except fences) that are not buildings under Dwelling Extension, at the cost of repair or replacement at

the time of loss without deduction for depreciation, subject to the following:

(1) We will pay the cost of repair or replacement but not exceeding the smallest of the following amounts:

(a) replacement cost at time of loss;

(b) the full cost of repair;

(c) any special limit of liability described in the policy; or

(d) any applicable Coverage A or Coverage B limit of liability.

(2) Loss to property not repaired or replaced within one year after the loss will be settled on an actual cash value basis.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

*Kim M. Brunner*

Secretary

*Edward B. Rust, Jr.*

President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

State Farm Fire and Casualty Company

Home Office, Bloomington, Illinois 61710



Birmingham Operations Center  
100 State Farm Parkway  
P.O. Box 2661  
Birmingham, Alabama 35297-0001

CERTIFICATE

I, the undersigned, do hereby certify that I am custodian of the records pertaining to the issuance of policies issued by the Personal Lines Division of State Farm Fire & Casualty Company, a stock company with home offices in Bloomington, Illinois.

Based on our available records, I further certify that the attached coverage summary dated JAN 05, 2006 represents a true copy of the policy provisions and coverages as of DEC 13, 2005 for policy 93-GJ-1742-3 issued to KIRK, RANDALL C  
PO BOX 384  
LANETT AL 36863-0384

LOCATION: 911 N 12TH ST  
LANETT AL 36863-1743

*Bill Lovell*

Bill Lovell  
Underwriting Section Manager  
State Farm Fire & Casualty Company  
Birmingham Operation Center  
Birmingham AL 35297-0001

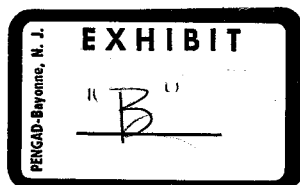
State of Alabama

County of Jefferson

Subscribed and sworn to before me this 15<sup>th</sup> day of October, 2007

*Constance Fields Horton*  
Notary Public

My commission expires:



PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: July 5, 2011  
THRU NOTARY PUBLIC UNDERWRITERS

SF- Kirk- 911 12 St.  
SF-00061



**State Farm Fire and Casualty Company**  
A Stock Company With Home Offices in Bloomington, Illinois

100 State Farm Parkway  
Birmingham, AL 35297-0001

**Named Insured**

B-09-1520-F282 F R

KIRK, RANDALL C  
PO BOX 384  
LANETT AL 36863-0384

### DECLARATIONS PAGE

**Policy Number** 93-GJ-1742-3

Policy Period	Effective Date	Expiration Date
12 Months	DEC 13 2005	DEC 13 2006

The policy period begins and ends at 12:01 am standard time at the residence premises.



### RENTAL DWELLING POLICY- SPECIAL FORM 3

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Premises  
911 N 12TH ST  
LANETT AL 36863-1743

Named Insured: Individual

Coverages & Property		Limits of Liability	Inflation Coverage Index: 201.0
Section I			Deductibles - Section I
A Dwelling		\$ 55,500	Basic \$ 1,000
B Dwelling Extension		\$ 5,550	
C Personal Property		\$ 2,775	
C Loss of Rents		Actual Loss	
Section II			
L Business Liability (Each Occurrence)		\$ 300,000	In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.
M Annual Aggregate		\$ 600,000	
M Medical Payments (Each Person)		\$ 1,000	
Forms, Options, & Endorsements			Policy Premium \$ 362.00
Special Form 3	FP-8103.3		Discount Applied:
Fungus (Including Mold) Excl	FE-5722		Home Alert
Amendatory Subrogation Cond	FE-5841		
Debris Removal Endorsement	FE-7540		
Bodily Injury Amended Defin	FE-8654		

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FP-8008C

1339 251 I  
N 1S

Prepared JAN 05 2006

SF- Kirk- 911 12 St.  
SF-00062

DONNY HOLLEY  
334-644-2111

555-7020.1 Rev. 10-2002 (011035)



93-GJ-1742-3 (1340)

FE-5722

## FUNGUS (INCLUDING MOLD) EXCLUSION ENDORSEMENT

### DEFINITIONS

In all policies, the following definition is added:

"fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

### SECTION I - LOSSES NOT INSURED

In SPECIAL FORM 3 policies only, item 1.j. is replaced by the following:

j. rust, or wet or dry rot;

The following is added to item 2. of Losses Not Insured in SPECIAL FORM 3 policies or under Losses Not Insured in BASIC MODIFIED REPLACEMENT COST - FORM 1 policies:

Fungus, including the growth, proliferation, spread or presence of fungus, and including:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by fungus;
- (2) any remediation of fungus, including the cost or expense to:
  - (a) remove or clean the fungus from covered property or to repair, restore or replace that property;
  - (b) tear out and replace any part of the building or other property as needed to gain access to the fungus;
  - (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the fungus; or

(d) remove any property to protect it from the presence of or exposure to fungus;

- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of fungus, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

### SECTION II - EXCLUSIONS

In all policies, the following exclusion is added to item 1.:

l. any:

- (1) bodily injury, personal injury, or property damage arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungus at or from any source or location; or
- (2) loss, cost or expense arising out of any:
  - (a) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of fungus; or
  - (b) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of fungus.

All other policy provisions apply.

FE-5722

SF- Kirk- 911 12 St.  
SF-00063

(CONTINUED)



93-GJ-1742-3 (1341)

FE-8654  
(4/98)

### BODILY INJURY AMENDED DEFINITION ENDORSEMENT

The definition of **bodily injury** is replaced by the following:

**"bodily injury":**

a. means physical injury, sickness or disease to a person, including required care, loss of services and death resulting therefrom;

b. does not include:

(1) disease, bacteria, parasite, virus or other organism, any of which are communicable and transmitted by any **insured** to any other person;

(2) the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured** to any other person; or

(3) emotional distress, mental anguish, humiliation, mental distress, mental injury or any similar injury unless it arises out of actual physical injury to some person.

All other policy provisions apply.

FE-8654  
(4/98)

SF- Kirk- 911 12 St.  
SF-00065

AL-MISS (09)

PDQ - Name and Address

QNB001F0

F 93 GJ1742 3

Team/Div/Unit: RDP RCUP

B

Type: RENTAL DWELL 3

Status: 20 EXTRACT - RENEWAL R Note IV FRD

Eff: 12-13-2005 Exp: 12-13-2006 Cov cease: 12-22-2006

Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny ) Ph: 334-644-2111

Addl interest: 00

Insured

N: KIRK, RANDALL C

A: PO BOX 384

C: LANETT AL

36863-0384

Ph: 706-518-5475 H

SSN 1: 421-92-1071

DOB 1: 04-19-1960

Ins is: INDIVIDUAL

Location

911 N 12TH ST

LANETT AL

Zip: 36863-1743

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 911 12 St.  
SF-00068



AL-MISS (09)

PDQ - General Data

QNB002T6

F 93 GJ1742 3 Name: KIRK, RANDALL C Type: RENTAL DWELL 3  
Status: 20 EXTRACT - RENEWAL R Note IV FRD

Eff: 12-13-2005 EXP: 12-13-2006 Cov cease: 12-22-2006  
Ratable: YES Prem code: 1 Term: 98 Cancel eff date: 12-22-2006

Last entry date: 01-05-2006 LPU date: 12-28-2006 Stat agent: 1520

Billing Information

Total premium: 362.00

Written dt: 12-15-2005  
Acct renewal dt: 12-15-2005 B-10: N

Commission data						
Occr	Agt	Mgr	CC	Np	Rate	Ctl
1	1520				0	0

Premium 362.00

PDQ Screen: Next system: PDQ Input screen

07/10/12  
ID: NG8T

AL-MISS (09) PDQ - Statistical Policy Information

QNB035A1

F 93 GJ1742 3 Name: KIRK, RANDALL C  
Eff: 12-13-2005 Exp: 12-13-2006

----Coverages----- --Med Pay Limits--  
A33 1000

A32 300000

Forms and opt:

FP /8103/3 FE /7540 FE /8654 FE /5722 FE /5841

Risk no: 1

YR ISS 05 RATEIV 080 RATE V 17.00 ZONE V 5.03  
SBZN V 5.03 IV 8 XSEC FE

AGTPRE 362

Total number of loc: 0001 Total coverage A: 55,500  
Total coverage B: 2,775

PDQ screen: \_\_\_\_ Next system: PDQ Input screen \_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 911 12 St.  
SF-00068

AL-MISS (09)

PDQ - Statistical Line Information

QNB034W1

F 93 GJ1742 3 Name: KIRK, RANDALL C

Eff: 12-13-2005 Exp: 12-13-2005

Ln	Index	Amount	Ded	Ded Liability	Annual Premium	Accounting Premium	Sp	Sb	Pol	Zn	Cov	Cd	Cd	R
001	R-201.0	55500	1000	300000	362.00		45	RD				3	1	
Total:					362.00									

Ln	Loc No	Const	PC	Cnty	City	MTE	Yr Blt	Remod Yr	No Units	Spr	Cr	R
001	0001	F	4000	009	Y460		1976		1			1

Ln	Hm Alert	Alarm Cr/Pct	New/Rem/OH	Sq Ft	Roof	Roof Cl	Area	Wind	Cr	Eq	Cl	R
001	SA	\$8/ 2%		1094	S							1

Ln	BCEG	Certified BC	Improved BC	Yr	Community BC	LPEX	Stove	R
001								1

Ln	Roof Cov	Hail Res	Inst Dt	HRC/PCT	Subzn	WLRRP	WLRCr/Fct	R
001					03			1

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_ Loc: \_\_\_\_\_ 07/10/12  
ID: NG8T

SF- Kirk- 911 12 St.  
SF-00069

AL-MISS (09)

PDQ - Underwriting Screen

QNB004T0

F 93 GJ1742 3 Name: KIRK, RANDALL C Type: RENTAL DWELL 3  
 Status: 20 EXTRACT - RENEWAL R Note IV FRD

Eff: 12-13-2005 Exp: 12-13-2006 Cov cease: 12-22-2006

Move-in: I

Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny ) Phone: 334-644-2111  
 Additional interests: 00 Yr blt: 1976 Yr iss: 2005

Forms and options: FP /8103/3 SPECIAL FORM Deductibles  
 FE /7540 DEBRIS REMOVAL ALL PERILS 1000  
 FE /8654 BI AMENDED DEF  
 FE /5722 FUNGUS EXCL  
 FE /5841 AMEND SUB COND

## Coverages

Total coverage A 55500  
 Total coverage B 2775

Total premium: 362.00

----- Und Reports -----  
 Vend Report Result Score Date  
 A L 0 01-03-2006

Business liability (A32) 300000  
 Aggregate liability 600000  
 Med pay per person (A33) 1000

LNGTD: - 85.1945920

Loss history

Date of last CDQ: 08-25-2006

LATUD: 32.8757420

Claim No Claims: 1

Match type: A

Number Loss Date Status  
 01X515223 04-19-2006 CLOSED

PDQ screen: Next system: PDQ Input screen 07/10/12  
 ID: NG8T

SF- Kirk- 911 12 St.  
 SF-00070

AL-MISS (09)

PDQ - Notes

QNB006D7

F 93 GJ1742 3      Name: KIRK, RANDALL C      Type: RENTAL DWELL 3  
Agt: 1520-F282      Name: HOLLEY, DONALD A      (Donny )

Roof: S

Last reinspection: 12-15-2005

By: AGENT

Entered: 01-05-2006

\*\* Reunderwriting decision has been recorded - View using FRD screen \*\*  
Pol Note NO ACTION CAT CLAIM JM.

1: Oper ID: ICEN Date: 09-26-2006

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen: \_\_\_\_\_

07/10/12  
ID: NG8T

**SF-Kirk- 911 12 St.**  
SF-00071



AL-MISS (09)

Claim History Review

QNN542X3

Pol no: F 93 GJ1742 3 Insured: KIRK, RANDALL C

Oper: NG8T

Yr iss: 2005 Exp: 12-13-2007 Type: RENTAL DWELL 3 SAS: Agt/AFO: 1520 F282

Status: 13 Prop amt: 59400 Ded: ALL PERILS 1000 No claims: 1

No	Claim Number	Date of Loss	Cause/ Reason	Status
1	01X515223	04-19-2006	35/HLC	CLOSED

	Reserve Amount	Paid Amount	Recovery Amount	Expense Amount	Mold Ind Amount
1	0	0	0	162	0

INSURED KIRK, RANDALL C

Initial dt closed: 09-19-2006

Selections: \_\_\_\_\_  
Next System: PDQ PDQ screen: UND Page: 107/10/12  
09:42:48  
@NG8TSF- Kirk- 911 12 St.  
SF-00072

AL-MISS (09)

Claim Detail Cause

QNN544T0

Pol no: F 93 GJ1742 3 SAS: Type: RENTAL DWELL 3  
 Insured: KIRK, RANDALL C Agt: 1520 HOLLEY, DONALD A  
 PO BOX 384 Exp: 12-13-2007  
 Status: 13 INSURED CANCEL-PRO R No claims: 1  
 Yr iss: 2005 Prop amt: 59400  
 Ded: ALL PERILS 1000

Claim no: 01X515223 Dt of loss: 04-19-2006 Dt closed: 09-19-2006 RC:  
 Pol no: F 93 GJ1742 3 Dt reported: 08-25-2006 Indem amt pd: 0.00  
 Agent: 1520 Suit/ADR: Y/ Reserve amt: 0.00  
 Type: RENTAL DWELL 3 Cat code: RA Expense amt: 162.00  
 Unit: 4 8 Salvage: NO Recovery amt: 0.00  
 Status: CLOSED Subrogation: NO Mold ind amt: 0.00  
 Claim off: MONTGOMERY OP CN  
 Ins: KIRK, RANDALL C Claimant:  
 PO BOX 384 Claimant dt of birth:  
 Adjuster: ANGELA B PIERCE Adjuster phone no: 334-213-1082  
 Und Rev: Initial dt closed: 09-19-2006

Cause/Line: 35/RD WIND OR HAIL - BUILDING  
 Status: CWP RESERVE CLOSED WITHOUT PAYMENT OR NO CLAIM  
 Indem amt pd: 0.00 Reserve amt: 0.00 Loc no: 0001  
 Expenses pd: 162.00 Recovery amt: 0.00  
 Comment: HL HAIL LOSS

Cause/Line:  
 Status:  
 Indem amt pd: Reserve amt: Loc no:  
 Expenses pd: Recovery amt:  
 Comment:

Next system: PDQ PDQ screen: UND Page: 1

07/10/12  
@NG8TSF- Kirk- 911 12 St.  
SF-00073

AL-MISS (09) \*\*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\*\* QNB007B7

F 93 GJ1742 3 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
SKEL CIP (INS. CANC. PRO)	ECHO	12-28-2006	12-22-2006	370.50
RENEWAL COMM RELEASED (RENEWAL WRITTEN PREM RELEASED PREVIOUSLY)		12-14-2006		
WRITTEN PREM RELEASED WITHOUT COMM (RENEWAL EFFECTIVE DATE REACHED)		12-13-2006		
BILLING		10-30-2006	12-13-2006	380.00
PHONE NUMBER CHANGE FROM CR			09-21-2006	
NEW BUSINESS	AQ7Z	01-05-2006	12-13-2005	362.00
PENDEED APP	NAVN	01-03-2006		

PDQ SCREEN NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_07/10/12  
ID: NG8TSF-Kirk- 911 12 St.  
SF-00074

AL-MISS (09) \*\*\*\* HISTORY OF JOURNAL ACTIVITY SCREEN \*\*\*\* QND536A2

93 GJ1742 3 NAME KIRK, RANDALL C TYPE RENTAL DWELL 3

JNL DATE	JNL CO	AMOUNT	ACCOUNT	REMITTER/ PAYEE	CROSS REFERENCE	BALANCE DUE
12-28-06	PCT F	370.50	DR 020-04 CANC PREM			
	PCT F	370.50	CR 259-00 RETURN PRM			
	CDT F	370.50	DR 259-00 RETURN PRM	INS	760206	
12-15-06	PCT F	380.00	CR 336-00 CASH SUSP	INS		
	PCT F	380.00	DR 307-74 CPC PYMT	INS	IE20	
12-14-06	PCT F	380.00	DR 336-00 CASH SUSP			
	PCT F	380.00	CR 235-12 PICC			
12-13-06	PCT F	380.00	CR 010-04 WRIT PREM			
	PCT F	380.00	DR 235-12 PICC			380.00
01-05-06	PCT F	362.00	CR 010-04 WRIT PREM			
	PCT F	362.00	DR 336-00 CASH SUSP			
01-03-06	PCT F	362.00	DR 212-49 BANK	INS	I994	
	PCT F	362.00	CR 336-00 CASH SUSP	INS		

PDQ SCREEN HIST NEXT SYSTEM PDQ

07/10/12  
@NG8TSF- Kirk- 911 12 St.  
SF-00075

CAR INDEX: 09 GJ-17423 K 93

FIRE POLICY TRANSACTIONS - STREAMED

ALABAMA RDP RCUP AGT/AFO: 1520/F282  
F 93-GJ-1742-3 RENTAL DWELL 3 EFF/EXP: 12-13-06 12-13-07 STATUS: 01

KIRK, RANDALL C  
PO BOX 384

CHGS INCL: CANC

LANETT AL 36863-0384

INS PH: HOME (706) 518-5475

EFF DATE: (12-22-06) RECD DATE: (12-28-06) WRTN DATE: (12-27-06) TIME: (08:50A)  
\*\*CANCELLATION\*\* STREAMED

REQUESTED BY: INSURED

SEND REFUND TO: INSURED

SOURCE: ECHO AGT HOLLEY, Donny  
INITIALS: (AJB)

PHONE: 334-644-2111

SF- Kirk- 911 12 St.  
SF-00076

93 - GJ 1742 3 ONLY

SUPPLEMENTAL APPLICATION-OFFICE COPY





☒ RENTAL DWELLING  
☐ RENTAL CONDO UNIT  
APPLICATION

STATE FARM FIRE AND CASUALTY COMPANY  
State Farm Office, Bloomington, IL 61710

93 - GJ 1742 3

NAME: Kirk Randall C. Last Name: Lanett City or Town: AL. State: AL. ZIP Code: 36863

Address: P.O. Box 384 City or Town: Lanett State: AL. ZIP Code: 36863

Location of premises: 911 N. 12th St. City or Town: Lanett State: AL. ZIP Code: 36863

Applicant's Social Security Number: 421-92-1071 Co-applicant's Social Security Number: 334 318 5774

The named applicant is: ☒ Individual ☐ Partnership (give names of partners in Remarks) ☐ Other (describe)

Applicant's specific occupation: Owner/Operator

Has any insurer or agency canceled or refused to issue or renew similar insurance to the named applicant or any household member within the past three years? ☒ Yes, give reason in Remarks ☐ No

Has the applicant had any losses, insured or not, in the past three years (fire, wind, crime, etc.)? ☒ Yes, complete Loss section on Supp. App ☐ No

Has the applicant been convicted of arson, fraud, or other insurance related offense? ☒ Yes, give reason in Remarks ☐ No

Does the dwelling have smoke detectors that meet code requirements? ☒ Yes ☐ No

Purchase price: \$ 40,000 Is the building part of a Homeowners Association? ☒ Yes ☐ No

Who is responsible for the management, care and maintenance of the property? ☒ Personal supervision of applicant ☐ Other (explain in Remarks)

Most recent property insurer: State Farm From: 1996 To: Present

Underwriting USE ONLY

Total number of rental dwellings/condos units currently owned by applicant: 4 Number insured with State Farm: 4

Are there any detached structures? ☒ Yes ☐ No

Does the dwelling have any unrepaid damage? ☒ Yes ☐ No

Are there burglar bars on the doors and windows? ☒ Yes ☐ No

Is there a wood stove or furnace, coal stove or free-standing fireplace anywhere on the property? ☒ Yes ☐ No

Is there a Comprehensive Liability policy in force? ☒ Yes ☐ No

Protection Class: 4 Distance to Hydrant: 600 ft Distance to Responding Fire Department: 3 mi

Roof Type: ☒ Comp Shingle ☐ Concrete Tile ☐ Tar & Gravel ☐ Metal ☐ Wood Shingle ☐ Wood Shake ☐ Clay Tile/Slate ☐ Other

RDOF: NOTE - Dwellings with poor roofs are unacceptable and should not be written

Indicate any of the following that might be of concern: ☐ Possible hail damage ☐ Curled shingles ☐ Patched areas ☐ Loose or missing shingles ☐ Missing or replaced ridge row

Premises surveyed on: 12/13/05 By: Don Holley

Source of Estimate: ☒ Estimated Replacement Cost Tool ☐ Contractor Estimate ☐ Professional Appraisal

Estimate Number: E942 MIAA8 Date of Estimate: 11/29/05

Zone: 45 Subzone: 3 Construction: ☒ Frame ☐ Masonry Veneer ☐ Masonry ☐ Other (specify)

Year built: 1976 If over 30 yrs. old, complete Over 30 section

Occupied by: ☒ Tenants ☐ Vacant

Check all that apply: ☒ Fire extinguisher ☐ Deadbolt locks ☐ Burglar alarm system ☐ Fire or smoke detectors with digital or voice-synthesized telephone dialer

Home/Residential Alert Credit: 2 %

Utility Rating Plan: ☐ Discount ☐ Charge %

Forms: ☒ Special Form ☐ Basic Form ☐ Rental Condominium Unit (rented 100% of the time)

Deductibles: ☒ \$1,000 ☐ Other

Hurricane Deductible: ☐ 2% ☐ 5% ☐ 10% ☐ 15% (May NOT be available in all Zones - see CLM)

Line	Description	Amount	Premium
A	Dwelling (see Condo Units, see Building Schedule)	\$55,500	
B	Dwelling Extension (total amount including 10% from Coverage A) (N/A for condo units)	\$5550	
C	Loss of Rents	Actual Loss Sustained	
D	Loss Assessments (Condo units only)	\$1,000	
E	Business Liability (each occurrence)	\$300,000	
F	Premises Medical Payments	\$1,000 RDP \$5,000 RCUP	
TOTAL PREMIUM			\$362.00

SPFP Account Number: \_\_\_\_\_ Surcharge (if app.): \$ \_\_\_\_\_ Amount paid: \$ 362.00 Balance due: \$ 0

OTHER INTEREST: ☐ Mtg. ☐ Named add'l insured (explain interest in Remarks) NA

2nd ☐ Mtg. ☐ Named add'l insured (explain interest in Remarks) NA

Agent's Code Stamp: SE Kirk-911 12 St SE-00078

Date and Time of Application: 12/15/05 12:15

By submission of this application, you agree that: (1) You have read this application, (2) your statements on this application are correct, (3) the coverages, including options and endorsements, and the amounts of coverage on this application are those chosen by you, and (4) the premium charged must comply with State Farm's rules and rates and may be revised.

FP-8103.3  
(5/88)



**YOUR  
STATE FARM  
RENTAL DWELLING  
POLICY**

SF-Kirk-911 12 St.  
SF-00079

FP-8103.3  
(5/88)

**TABLE OF CONTENTS****DECLARATIONS**

Your Name  
 Location of Your Residence  
 Policy Period  
 Coverages  
 Limits of Liability  
 Deductibles

	<b>Begins on Page</b>
<b>AGREEMENT</b>	1
<b>DEFINITIONS</b>	1
<b>SECTION I - YOUR PROPERTY</b>	
<b>COVERAGES</b>	2
Coverage A - Dwelling	2
Coverage B - Personal Property	2
Coverage C - Loss of Rents	3
Additional Coverages	3
Inflation Coverage	5
<b>LOSSES INSURED</b>	5
<b>LOSSES NOT INSURED</b>	5
<b>CONDITIONS</b>	7
<b>SECTION II - YOUR LIABILITY</b>	
<b>COVERAGES</b>	9
Coverage L - Business Liability	9
Coverage M - Premises Medical Payments	10
<b>EXCLUSIONS</b>	10
<b>ADDITIONAL COVERAGES</b>	13
<b>CONDITIONS</b>	13
<b>SECTION I AND II - CONDITIONS</b>	14
<b>OPTIONAL PROVISIONS</b>	15

Includes copyrighted material of State Farm Fire and Casualty Company.  
 Copyright, State Farm Fire and Casualty Company, 1983.

FP-8103.3  
 (5/88)

Printed in U.S.A.

**SF- Kirk- 911 12 St.**  
 SF-00080

## RENTAL DWELLING POLICY - SPECIAL FORM 3

## AGREEMENT

We agree to provide the insurance described in this policy.  
You agree to pay premiums when due and comply with the

provisions of this policy.

## DEFINITIONS

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

1. "**bodily injury**" means bodily harm, sickness or disease. This includes required care, loss of services and death resulting therefrom. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person.
2. "**contract**" means any written **contract** or agreement wherein the **named insured** has expressly assumed liability for damages to which this policy applies.
3. "**Declarations**" means the policy **Declarations**, any amended **Declarations**, the most recent renewal notice or certificate, an Evidence of Insurance form, or any endorsement changing any of these.
4. "**insured**" means:
  - a. if the **named insured** is designated in the **Declarations** as an individual and is a sole proprietor, the **named insured** and spouse;
  - b. if the **named insured** is designated in the **Declarations** as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof;
  - c. if the **named insured** is designated in the **Declarations** as other than an individual, partnership or joint venture, the organization trustees, directors or governors or stockholder thereof while acting within the scope of their duties;

d. any employee of the **named insured** while acting within the scope of that employment;

e. any person or organization while acting as real estate manager for the **named insured**.

The insurance afforded applies separately to each **insured** against whom claim is made, or suit is brought except with respect to the limit of our Company's ability.

This insurance does not apply to **bodily injury** or **personal injury** or **property damage** arising out of the conduct of any partnership or joint venture which is not designated in this policy as a **named insured**.

5. "**insured premises**" means:

- a. the **residence premises**;
- b. one or two family premises of which you acquire ownership or control and for which you report your intention to insure under this policy within 30 days after acquisition;
- c. the ways immediately adjoining on land; and
- d. one or two family dwelling premises alienated to any **insured** if possession has been given to other

6. "**motor vehicle**", when used in Section II of this policy means:

- a. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration. A motorized land vehicle in dead storage on an **insured premises** is not a **motor vehicle**;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration. A boat, camp, home or utility trailer not being towed by or carried on a vehicle included in 6.a. is not a **motor vehicle**;

- c. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured premises**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**;
  - d. a motorized bicycle, tricycle or similar type of equipment owned by any **insured** while off an **insured premises**;
  - e. any vehicle while being towed by or carried on a vehicle included in 6.a., 6.b., 6.c., or 6.d.
7. "**named insured**" means the person or organization named in the **Declarations** of this policy.
8. "**occurrence**", when used in Section II of this policy, means an accident, including exposure to conditions, which results in:
- a. **bodily injury**;
  - b. **property damage**; or

c. **personal injury**;

during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **occurrence**.

9. "**personal injury**" means injury arising out of one or more of the following offenses:
- a. false arrest, detention or imprisonment or malicious prosecution;
  - b. libel, slander or defamation of character; or
  - c. invasion of privacy, wrongful eviction or wrongful entry.
10. "**property damage**" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not considered to be **property damage**.
11. "**residence premises**" means the one or two family dwelling, other structures, and grounds which is shown in the **Declarations**.

## SECTION I - COVERAGES

### COVERAGE A - DWELLING

We cover:

1. the dwelling on the **residence premises** shown in the **Declarations** used principally as a private residence, including structures attached to the dwelling;
2. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling or other structures on the **residence premises**;
3. wall-to-wall carpeting attached to the dwelling on the **residence premises**; and
4. outdoor antennas.

Except as specifically provided in the **SECTION I, ADDITIONAL COVERAGES**, for **Land**, we do not cover land or any costs required to replace, rebuild, stabilize or otherwise restore the land.

**Dwelling Extension.** We cover other structures on the **residence premises**, separated from the dwelling by clear

space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

1. not permanently attached to or otherwise forming a part of the realty;
2. used in whole or in part for commercial, manufacturing or farming purposes; or
3. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

### COVERAGE B - PERSONAL PROPERTY

We cover personal property owned or used by any **insured** which is rented or held for rental with the **residence premises** or used for the maintenance of the **residence premises**. This coverage applies only while the personal property is on the **residence premises** or temporarily off premises for repairs.

SF- Kirk- 911 12th ST.

SF-00082

**Property Not Covered.** We do not cover:

1. articles separately described and specifically insured in this or any other insurance;
2. animals, birds or fish;
3. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those used solely for the service of the **residence premises** and not licensed for use on public highways;
4. watercraft, including motors, equipment and accessories;
5. aircraft and parts;
6. outdoor signs.

**COVERAGE C - LOSS OF RENTS**

The limit of liability for Coverage C is the total limit for all the following coverages.

1. **Fair Rental Value.** If a Loss Insured causes that part of the **residence premises** rented to others or held for rental by you to become uninhabitable, we cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental but not exceeding 12 consecutive months from the date of loss. This period of time is not limited by expiration of this policy. Fair rental value shall not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
2. **Prohibited Use.** If a civil authority prohibits you from use of the **residence premises** as a result of direct damage to neighboring premises by a Loss Insured in this policy, we cover any resulting Fair Rental Value loss for a period not exceeding two weeks during which use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement.

**ADDITIONAL COVERAGES**

1. **Debris Removal.** We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril

causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.

2. **Reasonable Repairs.** We will pay the reasonable cost incurred by you of repairing damage to covered property necessary to protect the property from further damage or loss, provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.
3. **Trees, Shrubs and Other Plants.** We cover outdoor trees, shrubs, plants or lawns, on the **residence premises**, for loss caused by the following Losses Insured: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the **residence premises**, Vandalism, malicious mischief or Theft. The limit of liability for this coverage shall not exceed 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants and lawns nor more than \$500 for any one tree, shrub or plant. This coverage may increase the limit of liability otherwise applicable. We do not cover property grown for business purposes.
4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
5. **Property Removed.** Covered property, while being moved from a premises endangered by a Loss Insured, is covered for direct loss from any cause. This coverage also applies to the property for up to 30 days while moved. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit of liability applying to the property being removed.
6. **Personal Effects.** We will pay up to \$500 for loss at **residence premises** caused by a Loss Insured to personal effects of others while such property is in your



care, custody or control. This coverage is subject to the limitations and exclusions applicable to Coverage B - Personal Property. This coverage is limited to \$100 per person and does not increase the limit of liability applying to Coverage B - Personal Property.

7. **Burglary.** We will pay for loss of personal property owned or used by any insured which is rented or held for rental with the residence premises, when the loss is from a known location within a building on the residence premises when it is probable that the property has been stolen and there is visible evidence of forcible entry to or forcible exit from that building. This coverage does not increase the limit of liability applying to Coverage B - Personal Property.

8. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.

9. **Land.** We will pay up to \$10,000 for the cost required to replace, rebuild, stabilize or otherwise restore the land necessary to support the insured dwelling sustaining a covered loss. This may increase the limit applying to the property.

10. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:

- a. volcanic blast or airborne shock waves;
- b. ash, dust or particulate matter; or
- c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limits applying to the damaged property.

11. **Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, volcanic action, falling objects, weight of ice, snow or sleet, water damage, breakage of building glass, all only as insured against in this policy;

(1) falling objects does not include loss of or damage to:

- (a) personal property in the open; or
- (b) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object;

(2) water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam;

b. hidden decay;

c. hidden insect or vermin damage;

d. weight of contents, equipment, animals or people;

e. weight of ice, snow, sleet or rain which collects on a roof; or

f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e., and f. unless the loss is a direct result of the collapse of a building.

SF- Kirk- 911 12th ST.  
SF-00084

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit applying to the damaged property.

#### INFLATION COVERAGE

The limits of liability shown in the **Declarations** for Coverages A and B will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A and Coverage B separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy, the Coverage A limit of liability is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

### SECTION I - LOSSES INSURED

#### COVERAGE A - DWELLING AND COVERAGE B - PERSONAL PROPERTY

We insure for accidental direct physical loss to the property described in Coverage A and Coverage B, except as provided in Section I - Losses Not Insured.

#### SECTION I - LOSSES NOT INSURED

1. We do not insure for loss to the property described in Coverage A and Coverage B either consisting of, or directly and immediately caused by, one or more of the following:

- a. collapse, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES** for Collapse;

- b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
  - (1) maintain heat in the building; or
  - (2) shut off the water supply and drain the system and appliances of water;

- c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock;

- d. theft in or to a dwelling under construction, or materials and supplies for use in the construction until the dwelling is completed and occupied;

- e. theft of any property which is not actually part any building or structure;

- f. mysterious disappearance;

- g. vandalism and malicious mischief or breakage glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- h. continuous or repeated seepage or leakage of water or steam from a:
  - (1) heating, air conditioning or automatic fire protective sprinkler system;
  - (2) household appliance; or
  - (3) plumbing system, including from, within around any shower stall, shower bath, tub stallation, or other plumbing fixture, including their walls, ceilings or floors;

SF- Kirk- 911 12th ST,

SF-00085

which occurs over a period of time and results in deterioration, rust, mold, or wet or dry rot. If loss is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

- i. wear, tear, marring, scratching, deterioration, inherent vice, latent defect and mechanical breakdown;
- j. rust, mold, or wet or dry rot;
- k. contamination;
- l. smog, smoke from agricultural smudging or industrial operations;
- m. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;
- n. birds, vermin, rodents, insects or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals.

However, we do insure for any ensuing loss from items a. through n. unless the loss is itself a Loss Not Insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss.
  - a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
  - b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake,

landslide, mudflow, sinkhole, subsidence and erosion. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES for Volcanic Action**.

We do insure for any direct loss by fire, explosion other than explosion of a volcano, theft, or breakage of glass or safety glazing materials resulting from earth movement.

c. **Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- (3) natural water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for direct loss by fire, explosion, or theft resulting from water damage.

- d. **Neglect**, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Loss Insured.
- e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by

SF- Kirk- 911 12th ST.  
SF-00086

FORM 3

the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke. However, we do insure for direct loss by fire resulting from the nuclear hazard.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
- a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

- b. defect, weakness, inadequacy, fault or unsoundness in:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, construction, grading, compaction;
- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the residence premises.

However, we do insure for any ensuing loss from item a. and b. unless the ensuing loss is itself a Loss Not Insured by this Section.

## SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:

- a. to the insured for an amount greater than the insured's interest; nor
- b. for more than the applicable limit of liability.

2. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you shall see that the following duties are performed:

- a. give immediate notice to us or our agent, and in case of theft, vandalism, or malicious mischief, also to the police;
- b. protect the property from further damage or loss, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
- c. prepare an inventory of damaged personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

- d. as often as we reasonably require:

- (1) exhibit the damaged property;
- (2) provide us with records and documents we request and permit us to make copies; and
- (3) submit to examinations under oath and subscribe the same;

- e. submit to us, within 60 days after the loss, you signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) the time and cause of loss;
- (2) interest of the insured and all others in the property involved and all encumbrances on the property;
- (3) other insurance which may cover the loss;
- (4) changes in title or occupancy of the property during the term of this policy;
- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged personal property described in 2.c.;
- (7) records supporting the fair rental value loss.

SF- Kirk- 911 12th ST.

SF-00087

**3. Loss Settlement.** Covered property losses are settled as follows:

- a. Personal property and structures that are not buildings at actual cash value, up to the applicable limit of liability, at the time of loss. There may be deduction for depreciation. We will not pay an amount exceeding that necessary to repair or replace;
- b. Carpeting, domestic appliances, awnings and outdoor antennas, whether or not attached to buildings, at actual cash value, up to the applicable limit of liability, at the time of loss. We will not pay an amount exceeding that necessary to repair or replace;
- c. Buildings under Coverage A at replacement cost without deduction for depreciation, subject to the following:
  - (1) We will not pay more than the \$10,000 limit on Land as provided in **SECTION I, ADDITIONAL COVERAGES.**
  - (2) We will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
    - (a) the limit of liability under this policy applying to the building;
    - (b) the replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
    - (c) the amount actually and necessarily spent to repair or replace the damaged building.
  - (3) We will pay the actual cash value of the damage to the buildings, up to the policy limit, until actual repair or replacement is completed.
  - (4) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

**4. Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
  - b. pay the difference between actual cash value of the property before and after the loss.
- 5. Glass Replacement.** Loss for damage to glass caused by a Loss Insured shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
- 6. Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
- 7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
- 8. Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the date of loss or damage.
- 9. Our Option.** We may repair or replace any part of the property damaged or stolen with equivalent property.

Any property we pay for or replace becomes our property.

10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

11. **Abandonment of Property.** We need not accept any property abandoned by any insured.

12. **Mortgage Clause.** The word "mortgagee" includes trustee.

- a. If a mortgagee is named in this policy, any loss payable under Coverage A shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
- b. If we deny your claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
  - (1) notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - (2) pays any premium due under this policy on demand if you have neglected to pay the premium;
  - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from us of

your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

- c. If this policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect.
- d. If we pay the mortgagee for any loss and deny payment to you:

(1) we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

(2) at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

- e. Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

14. **Intentional Acts.** If you or any person insured under this policy causes or procures a loss to property covered under this policy for the purpose of obtaining insurance benefits, then this policy is void and we will not pay you or any other insured for this loss.

## SECTION II - LIABILITY COVERAGES

### COVERAGE L - BUSINESS LIABILITY

If a claim is made or a suit is brought against any insured for damages because of **bodily injury, personal injury, or property damage** to which this coverage applies, caused by an **occurrence**, and which arises from the ownership, maintenance, or use of the insured premises, we will:

- 1. pay up to our limit of liability for the damages for which the insured is legally liable; and

- 2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence** equals our limit of liability.

SF- Kirk- 911 12th ST.  
SF-00089



The total limit of the Company's liability for all occurrences in any one policy year shall not exceed the annual aggregate limit shown in the **Declarations** for Coverage L - Business Liability.

#### **COVERAGE M - PREMISES MEDICAL PAYMENTS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of

an accident causing **bodily injury** which arises out of a condition on the **insured premises** or for which the **insured** is provided **bodily injury** liability coverage under this policy. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

#### **SECTION II - EXCLUSIONS**

##### **1. Coverage L - Business Liability and Coverage M - Premises Medical Payments do not apply to:**

- a. **bodily injury, personal injury, or property damage:**
  - (1) which is either expected or intended by an **insured**; or
  - (2) to any person or property which is the result of willful and malicious acts of an **insured**;
- b. **bodily injury, personal injury, or property damage** arising out of the rendering or failing to render professional services;
- c. **bodily injury, personal injury, or property damage** arising out of the ownership, maintenance, use, loading or unloading of:
  - (1) aircraft;
  - (2) any **motor vehicle** owned or operated by, or rented or loaned to any **insured**; or
  - (3) any watercraft owned by or operated by, or rented or loaned to any **insured**;
- d. **bodily injury, personal injury, or property damage** arising out of:
  - (1) the entrustment by any **insured** to any person;
  - (2) the negligent supervision by any **insured** of any person;
  - (3) any liability statutorily imposed on any **insured**; or
  - (4) any liability assumed through an unwritten or written agreement by any **insured**;

with regard to the ownership, maintenance or use of any aircraft, watercraft, or **motor vehicle** (or any other motorized land conveyance) which is not covered under Section II of this policy;

- e. **bodily injury, personal injury, or property damage** caused directly or indirectly by war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
- f. **bodily injury, personal injury, or property damage** arising out of premises, other than the **insured premises**, or to liability assumed by the **insured** under any contract or agreement relating to such premises;
- g. **bodily injury or property damage** for which the **insured** may be held liable:
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
    - (a) by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or
    - (b) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or

which causes or contributes to the intoxication of any person;

but part (b) of this exclusion does not apply with respect to liability of the **insured** or his indemnitee as an owner or lessor described in (2) above;

h. the legal liability of any **insured** to:

- (1) any person who is in the care of any **insured** because of child care services provided by or at the direction of;

- (a) any **insured**;

- (b) any employee of any **insured**; or

- (c) any other person actually or apparently acting on behalf of any **insured**;

- (2) any person who makes a claim because of **bodily injury** or **property damage** to any person who is in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;

- (b) any employee of any **insured**; or

- (c) any other person actually or apparently acting on behalf of any **insured**;

i. **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, spill, release or escape of pollutants:

- (1) at or from premises owned, rented or occupied by the **named insured**;

- (2) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;

- (3) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

- (4) at or from any site or location on which the **named insured**, employee or any contractor or subcontractor working directly or indirectly on behalf of the **named insured** is performing operations:

- (a) if the pollutants are brought on or to the site or location in connection with such operations; or

- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraphs (1) and (4)(a) of this exclusion do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes which result from a hostile fire or poisoning or asphyxiation due to escape of fumes from a furnace or flue because of a malfunction of the furnace or flue.

In addition, Coverage L and Coverage M do not apply to loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;

As used in this exclusion:

"hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

"pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

"waste" includes materials to be recycled, reconditioned or reclaimed.

- j. **bodily injury** to an employee of the **insured** arising out of and in the course of employment by the **insured** or the spouse, child, parent, brother or sister of that employee as a consequence of employment of that employee by the **insured**.

This exclusion applies:

- (1) whether the **insured** may be liable as an employer or in any other capacity; and

- (2) to any obligation to share damages with or re-pay someone else who must pay damages because of the injury;
  - k. **bodily injury** to you or any **insured** and if residents of your household:
    - (1) your relatives;
    - (2) any other person under the age of 21 who is in the care of an **insured**.
2. **Coverage L - Business Liability**, does not apply to:
- a. liability:
    - (1) for your share of any loss assessment charged against all members of an association of property owners; or
    - (2) assumed under any unwritten **contract** or agreement, or by **contract** or agreement in connection with any business of the **insured** other than the rental of the **insured premises**;
  - b. **property damage** to property owned by any **insured**;
  - c. **property damage** to property rented to, occupied or used by or in the care of the **insured**;
  - d. **bodily injury** or **personal injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by the **insured** under any workers' or workmen's compensation, non-occupational disability or occupational disease law;
  - e. **bodily injury, personal injury, or property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors;

- f. **personal injury** caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any **insured**;
  - g. **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of the person by the **insured**;
  - h. **personal injury** arising out of any publication or utterance in item b. of the definition of **personal injury**:
    - (1) if the first injurious publication or utterance of the same or similar material by or on behalf of the **insured** was made prior to the effective date of this insurance; or
    - (2) concerning any business or services made by or at the direction of any **insured** with knowledge of the falsity;
  - i. **property damage** or **personal injury** to premises you sell, give away or abandon, if the **property damage, or personal injury** arises out of those premises.
3. **Coverage M - Premises Medical Payments** does not apply to **bodily injury**:
- a. to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, non-occupational disability or occupational disease law;
  - b. from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
  - c. to any **insured**, any tenant or other person regularly residing on the **insured premises** or to any employees of any of the foregoing if the **bodily injury** arises out of or in the course of their employment;
  - d. to any person engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises.

SF- Kirk- 911 12th ST.  
SF-00092

**SECTION II - ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**1. Claim Expenses.** We pay:

- a. expenses incurred by us and costs taxed against any **insured** in any suit we defend;
- b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for Coverage L. We are not obligated to apply for or furnish any bond;
- c. reasonable expenses incurred by any **insured** at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day for assisting

us in the investigation or defense of any claim or suit;

- d. prejudgment interest awarded against the **insured** on that part of the judgment we pay; and
- e. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**2. First Aid Expenses.** We will pay expenses for first aid to others incurred by any **insured** for **bodily injury** covered under this policy. We will not pay for first aid to you or any other **insured**.

**SECTION II - CONDITIONS**

- 1. Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is our limit for all damages from each **occurrence** regardless of the number of **insureds**, claims made or persons injured.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense payable for **bodily injury** to one person as the result of one accident.

- 2. Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase our limit of liability for any one **occurrence**.

- 3. Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:

- a. give written notice to us or our agent as soon as practicable, which sets forth:
  - (1) the identity of this policy and **insured**;
  - (2) reasonably available information on the time, place and circumstances of the accident or **occurrence**; and
  - (3) names and addresses of any claimants and available witnesses;

- b. immediately forward to us every notice, demand, summons or other process relating to the accident or **occurrence**;

- c. at our request, assist in:

(1) making settlement;

(2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;

(3) the conduct of suits and attend hearings and trials;

(4) securing and giving evidence and obtaining the attendance of witnesses;

- d. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **bodily injury**.

- 4. Duties of an Injured Person - Coverage M - Provides Medical Payments.** The injured person, or, when appropriate, someone acting on behalf of that person shall:

- a. give us written proof of claim, under oath if required, as soon as practicable;
- b. execute authorization to allow us to obtain copies of medical reports and records; and

- c. submit to physical examination by a physician selected by us when and as often as we reasonably require.
- 5. **Payment of Claim - Coverage M - Premises Medical Payments.** Payment under this coverage is not an admission of liability by any **insured** or us.
- 6. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.  
No one shall have any right to join us as a party to any action against any **insured**. Further, no action with re-

spect to Coverage L shall be brought against us until the obligation of the **insured** has been determined by final judgment or agreement signed by us.

- 7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve us of any of our obligations under this policy.
- 8. **Other Insurance - Coverage L - Business Liability.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## SECTION I AND SECTION II - CONDITIONS

- 1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury, personal injury, or property damage** under Section II which occurs during the period this policy is in effect.
- 2. **Concealment or Fraud.** This policy is void as to you and any other **insured**, if you or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.
- 3. **Liberalization Clause.** If we adopt any revision which would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.
- 4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.
- 5. **Cancellation.**
  - a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.
  - b. We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to

you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:

- (1) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying you at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy or if the risk has changed substantially since the policy was issued. We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request can-

cancellation, the return premium will be based on our rules for such cancellation. The return premium may be less than a full pro rata refund. When we cancel, the return premium will be pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
6. **Non-Renewal.** We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.
7. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.
8. **Subrogation.** Any **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- If an assignment is sought, any **insured** shall sign and deliver all related papers and cooperate with us in any reasonable manner.
- Subrogation does not apply under Section II to Premises Medical Payments.

#### OPTIONAL POLICY PROVISIONS

Each Optional Provision applies only as indicated in the **Declarations** or Extension Certificate.

**Option AI - Named Additional Insured.** The definition of **insured** in this policy includes the person or organization named in the **Declarations** as an additional insured or whose name is on file with us with respect to:

1. Section I: **Coverage A - Dwelling;**
2. Section II: **Coverage L - Business Liability and Coverage M - Premises Medical Payments** but only with respect to the **residence premises**. This coverage does not apply to **bodily injury** to any employee arising out of or in the course of the employee's employment by the person or organization.

9. **Death.** If any person named in the **Declarations** or the spouse, if a resident of the same household, dies:

- a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. **insured** includes with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State will apply.

11. **Inspection and Audit.** We shall be permitted but not obligated to inspect your property and operations at any time. However, our right to inspect or our actual inspection and report shall not constitute an undertaking on your behalf or for your benefit or the benefit of others to determine or warrant that the property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

This option applies only with respect to the location shown in the **Declarations**.

**Option RC - Replacement Cost - Contents.** Under **SECTION I - CONDITIONS**, items a. and b. of the Loss Settlement Condition are replaced with the following:

- a. (1) Fences and the following personal property at actual cash value at the time of loss:
  - (a) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
  - (b) articles whose age or history contribute substantially to their value including, but



not limited to, memorabilia, souvenirs and collectors items;

(c) property not useful for its intended purpose.

(2) We will not pay:

(a) an amount exceeding that necessary to repair or replace the property; or

(b) an amount in excess of the limit of liability applying to the property.

b. Other personal property, carpeting, domestic appliances, awnings and outdoor antennas, whether or not attached to buildings, and other structures (except fences) that are not buildings under Dwelling Extension, at the cost of repair or replacement at

the time of loss without deduction for depreciation, subject to the following:

(1) We will pay the cost of repair or replacement but not exceeding the smallest of the following amounts:

(a) replacement cost at time of loss;

(b) the full cost of repair;

(c) any special limit of liability described in the policy; or

(d) any applicable Coverage A or Coverage B limit of liability.

(2) Loss to property not repaired or replaced within one year after the loss will be settled on an actual cash value basis.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

*Kim M. Brunner*

Secretary

*Edward B. Rust, Jr.*

President

The Board of Directors, in accordance with Article VI(c) of the Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

SF- Kirk- 911 12th ST.  
SF-00096

FORM 3

State Farm Fire and Casualty Company

Home Office, Bloomington, Illinois 61710



**Birmingham Operations Center**

100 State Farm Parkway  
P.O. Box 2661  
Birmingham, Alabama 35297-0001

**CERTIFICATE**

I, the undersigned, do hereby certify that I am custodian of the records pertaining to the issuance of policies issued by the Personal Lines Division of State Farm Fire & Casualty Company, a stock company with home offices in Bloomington, Illinois.

Based on our available records, I further certify that the attached coverage summary dated SEP 19, 2005 represents a true copy of the policy provisions and coverages as of NOV 02, 2005 for policy 93-EH-2574-0 issued to KIRK, RANDALL C  
PO BOX 384  
LANETT AL 36863-0384

LOCATION: 5439 37TH ST SW  
LANETT AL 36863-4019

*Bill Lovell*

Bill Lovell  
Underwriting Section Manager  
State Farm Fire & Casualty Company  
Birmingham Operation Center  
Birmingham AL 35297-0001

State of Alabama

County of Jefferson

Subscribed and sworn to before me this 15<sup>th</sup> day of October, 2007



*Constance Anichols Hahn*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 5, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SF- Kirk- 5439 37th ST  
SF-00109



## STATE FARM INSURANCE COMPANIES®

State Farm Fire and Casualty Company  
100 State Farm Parkway  
Birmingham, AL 35297-0001

B-09-1520-F282 FR

KIRK, RANDALL C  
PO BOX 384  
LANETT AL 36863-0384

|||||

Location: 5439 37TH ST SW  
LANETT AL  
36863-4019

Mortgagee: MC CORMICK, E J  
Loan No: N/A - Provide Below

## Forms, Options, and Endorsements

Special Form 3	FP-8103.3
Modified Replacement Cost	FE-7466.1
Debris Removal Endorsement	FE-7540
Bodily Injury Amended Defin	FE-8654
Fungus (Including Mold) Excl	FE-5722
Amendatory Subrogation Cond	FE-5841

## RENEWAL CERTIFICATE

POLICY NUMBER	93-EH-2574-0
Rental Dwelling Pol - Special Form NOV 02 2005 to NOV 02 2006	
DATE DUE	PLEASE PAY THIS AMOUNT
NOV 02 2005	\$539.00

## Coverages and Limits

## Section I

A Dwelling	\$58,200
Dwelling Extension	5,820
B Personal Property	2,910
C Loss of Rents	Actual Loss

## Deductibles - Section I

Basic	500
-------	-----

## Section II

L Business Liab (per occurrence)	\$300,000
(annual aggregate)	600,000
M Medical Payments to Others	1,000
(each person)	

Annual Premium	\$539.00
Amount Due	\$539.00

## Premium Reductions

Your premium has already been reduced  
by the following:

Home Alert Discount	9.00
---------------------	------

Inflation Coverage Index: 194.8

SF- Kirk- 5439 37th ST  
SF-00110

38 3328 9446

See reverse side for important information.  
Please keep this part for your record.

Thanks for letting us serve you...

DONNY HOLLEY  
(334) 644-2111

Prepared SEP 19 2005

IF YOU HAVE MOVED, PLEASE CONTACT YOUR AGENT.

B-1520-F282 F

PLEASE RETURN THIS PART WITH YOUR  
CHECK MADE PAYABLE TO STATE FARM.



INSURED	KIRK, RANDALL C
POLICY NUMBER	93-EH-2574-0 RENTAL DWELL 3

DATE DUE	PLEASE PAY THIS AMOUNT
NOV 02 2005	\$539.00

Provide Loan No. Below

Please contact your State Farm  
Agent to make any policy  
changes

0909512022  
State Farm Insurance Companies

138-30761.5 Rev. 02-2001 Printed in U.S.A. (c1/00811)

FOR OFFICE USE ONLY

2266

201

I

Prepared SEP 19 2005

E 1V,TF

REB

FIRE REN

\$539.00

1202

400533600053900 093615182574001509&gt;

## CONTINUED FROM FRONT

**Your Rental Dwelling coverage amount....**

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your rental dwelling. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your rental dwelling. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your rental dwelling. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your rental dwelling. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your rental dwelling.

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

(01f008qf) Rev. 10-2003

(01f315a)

**IF YOU HAVE MOVED, PLEASE CONTACT YOUR AGENT. IF THIS IS NOT CONVENIENT, PLEASE COMPLETE THE FOLLOWING.**

Street or R.R.		Residence Phone No.	
City	State/Province	ZIP/Postal Code	Business Phone No.
Township	County	<input type="checkbox"/> Inside City Limits <input type="checkbox"/> Outside City Limits	
Is change: <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary If temporary, how many months? _____		Do you plan to return to your previous address? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Mailing address change only <input type="checkbox"/> Location change (Please see your State Farm agent)		<input type="checkbox"/> Check box if change applies to ALL State Farm policies in household.	
(Auto Policyholders Only)			
Is the vehicle driven to and from work/school? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If the answer is "yes", what is the average weekly mileage for such use? _____			

(01f008qf)

SF- Kirk- 5439 37th ST  
SF-00111

FE-7466.1  
(7/86)

#### MODIFIED REPLACEMENT COST ENDORSEMENT

Under **SECTION I - CONDITIONS, Loss Settlement**, item c. is replaced with the following:

c. Buildings under Coverage A by one of the following methods:

(1) Repair Cost - We will pay the cost of repairing or replacing the damaged property for the same use on the same premises with commonly used materials that are readily available in the area where the building is located. The type of materials necessary to place the building in liveable condition will be agreed upon by you and us. We will not deduct for depreciation. Payment will not exceed the smaller of the following amounts:

- (a) the limit of liability under this policy applying to the building;
- (b) the amount actually and necessarily spent to repair or replace the damaged building.

(2) Actual Cash Value

- (a) if you decide not to repair or replace the damaged property, settlement will be on an actual cash value basis;
- (b) payment will never exceed the limit of liability applying to the building;
- (c) you may make a claim for any additional liability under the Repair Cost provision within 180 days after the loss if the actual repair or replacement is completed.

All other provisions of this policy apply.

**SECTION I - ADDITIONAL COVERAGES**

Debris Removal is replaced by the following:

1. Debris Removal. We will pay the reasonable expenses you incur in the removal of debris of covered property when coverage is afforded for the peril causing the loss. This expense is included in the limit applying to the damaged property.

We will pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the residence premises when the tree has damaged property covered under Coverage A.

When the amount payable for the property damage, plus the debris removal expense exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense.

All other policy provisions apply.

FE-7540  
(9/89)



FE-8654  
(4/98)

# **BODILY INJURY AMENDED DEFINITION ENDORSEMENT**

The definition of **bodily injury** is replaced by the following:

**"bodily injury":**

a. means physical injury, sickness or disease to a person, including required care, loss of services and death resulting therefrom;

b. does not include:

(1) disease, bacteria, parasite, virus or other organism, any of which are communicable and transmitted by any **insured** to any other person;

(2) the exposure to any such disease, bacteria, parasite, virus or other organism by any **insured** to any other person; or

(3) emotional distress, mental anguish, humiliation, mental distress, mental injury or any similar injury unless it arises out of actual physical injury to some person.

All other policy provisions apply.

FE-8654  
(4/98)

Printed in U.S.A.

SF- Kirk- 5439 37th ST  
SF-00114

FE-5722

**FUNGUS (INCLUDING MOLD) EXCLUSION ENDORSEMENT****DEFINITIONS**

In all policies, the following definition is added:

"fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**SECTION I - LOSSES NOT INSURED**

In SPECIAL FORM 3 policies only, item 1.j. is replaced by the following:

j. rust, or wet or dry rot;

The following is added to item 2. of Losses Not Insured in SPECIAL FORM 3 policies or under Losses Not Insured in BASIC MODIFIED REPLACEMENT COST - FORM 1 policies:

**Fungus**, including the growth, proliferation, spread or presence of fungus, and including:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by fungus;
- (2) any remediation of fungus, including the cost or expense to:
  - (a) remove or clean the fungus from covered property or to repair, restore or replace that property;
  - (b) tear out and replace any part of the building or other property as needed to gain access to the fungus;
  - (c) contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the fungus; or

FE-5722

(d) remove any property to protect it from the presence of or exposure to fungus;

- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of fungus, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

**SECTION II - EXCLUSIONS**

In all policies, the following exclusion is added to item 1.:

1. any:

- (1) **bodily injury, personal injury, or property damage** arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungus at or from any source or location; or
- (2) loss, cost or expense arising out of any:
  - (a) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of or in any way respond to or assess the effects of fungus; or
  - (b) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of fungus.

All other policy provisions apply.

FE-5841

**AMENDATORY SUBROGATION CONDITION ENDORSEMENT****SECTION I AND SECTION II - CONDITIONS**

Subrogation is replaced with the following:

**Subrogation.**

- a. If any **insured** to or for whom we make payment under this policy has rights to recover damages from another, those rights are automatically transferred to us to the extent of our payment. We are subrogated to the full extent of our payment and our rights are not dependent on whether that **insured** is fully compensated for their loss or is made whole. The application of a deductible under this policy shall not prevent any **insured** from being considered fully compensated or made whole.
- b. If any **insured** to or for whom we have made payment has not recovered from any party liable for the damages, that **insured** shall:
- 1) take no action after a loss prejudicing our rights under this contract;

- 2) keep these rights in trust for us;
  - 3) sign and deliver any legal papers we need;
  - 4) when we ask, take action through our representative to recover our payments;
  - 5) cooperate with us in a reasonable manner.
- c. If any **insured** to or for whom we have made payment recovers from any other party liable for the damages:
- 1) that **insured** shall hold in trust for us the proceeds of the recovery; and
  - 2) that **insured** shall reimburse us to the extent of our payment.
- d. Any **insured** may waive in writing before a loss all rights of recovery against any person.

**Subrogation does not apply under SECTION II to PREMISES MEDICAL PAYMENTS.**

FE-5841

AL-MISS (09)

PDQ - Name and Address

QNB001F0

F 93 EH2574 0 Team/Div/Unit: RDP RCUP

B

Type: RENTAL DWELL 3

Status: 20 EXTRACT - RENEWAL R Note IV

Eff: 11-02-2005 Exp: 11-02-2006

Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny ) Ph: 334-644-2111

Addl interest: 01

Insured

1st Addl Type: MTG

N: KIRK, RANDALL C

A: PO BOX 384

N: MC CORMICK, E J

C: LANETT AL

A: PO BOX 55

C: CUSSETA AL

36863-0384

Ph: 334-576-5639 B

SSN 1: 421-92-1071

Zip: 36852-0055

DOB 1: 04-19-1960

Ins is: INDIVIDUAL

Location

5439 37TH ST SW

LANETT AL

Zip: 36863-4019

PDQ screen: \_\_\_\_ Next system: PDQ Input screen \_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5439 37th ST  
SF-00117

AL-MISS (09)

PDQ - General Data

QNB002T6

F 93 EH2574 0 Name: KIRK, RANDALL C  
Status: 20 EXTRACT - RENEWAL R Note IV

Type: RENTAL DWELL 3

Eff: 11-02-2005 EXP: 11-02-2006  
Ratable: YES Prem code: 2 Term: 98

Last entry date: 09-19-2005 LPU date: 10-02-2007 Stat agent: 1520

Billing Information

Total premium: 539.00

Written dt: 11-02-1999  
Acct renewal dt: 11-03-2005 B-10: N

Commission data						
Occr	Agt	Mgr	CC	Np	Rate	Ctl
1	1520				0 0	539.00

PDQ Screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5439 37th ST  
SF-00118

AL-MISS (09) PDQ - Statistical Policy Information

QNB035A1

F 93 EH2574 0 Name: KIRK, RANDALL C  
Eff: 11-02-2005 Exp: 11-02-2006

----Coverages----- --Med Pay Limits--  
A33 1000

A32 300000

Forms and opt:

FP /8103/3 FE /7466/1 FE /7540 FE /8654 FE /5722  
FE /5841

Risk no: 1

YR ISS 99 RATEIV 057 RATE V 17.00 ZONE V 5.03  
SBZN V 5.03 IV 5

Total number of loc: 0001 Total coverage A: 58,200  
Total coverage B: 2,910

PDQ screen: Next system: PDQ Input screen

07/10/12  
ID: NG8T

SF- Kirk- 5439 37th ST  
SF-00119



AL-MISS (09)

PDQ - Statistical Line Information

QNB034W1

F 93 EH2574 0 Name: KIRK, RANDALL C

Eff: 11-02-2005 Exp: 11-02-2006

Ln	Index	Amount	Ded	Ded Liability	Annual Premium	Accounting Premium	Zn	Cov	Cd	Sp	Sb	Pol
001	R-194.8	58200	500	300000	539.00		45	RD	M	3	1	
				Total:	539.00							

Ln	Loc No	Const	PC	Cnty	City	MTE	Yr Blt	Remod Yr	No Units	Spr	Cr	R
001	0001	F	4003	009	N000		1950		1			1

Ln	Hm Alert	Alarm Cr/Pct	New/Rem/OH	Sq Ft	Roof	Roof Cl	Area	Wind Cr	Eq	Cl	R
001	SA	\$9/ 2%	\$26	1500	S						1

Ln	BCEG	Certified BC	Improved BC	Yr	Community BC	LPEX	Stove	R
001								1

Ln	Roof Cov	Hail Res	Inst Dt	HRC/PCT	Subzn	WLRRP	WLRCr/Pct	R
001					03			1

PDQ screen: \_\_\_\_\_ Next system: PDQ Input screen \_\_\_\_\_ Loc: \_\_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5439 37th ST  
SF-00120

AL-MISS (09)

PDQ - Underwriting Screen

QNB004T0

F 93 EH2574 0 Name: KIRK, RANDALL C  
 Status: 20 EXTRACT - RENEWAL R Note IV

Type: RENTAL DWELL 3

Eff: 11-02-2005 Exp: 11-02-2006

Move-in: O

Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny ) Phone: 334-644-2111  
 Additional interests: 01 Yr blt: 1950 Yr iss: 1999

Forms and options: FP /8103/3 SPECIAL FORM

Deductibles

FE /7466/1	MOD REPL COST	ALL PERILS	500
FE /7540	DEBRIS REMOVAL		
FE /8654	BI AMENDED DEF		
FE /5722	FUNGUS EXCL		
FE /5841	AMEND SUB COND		

## Coverages

Total coverage A	58200
Total coverage B	2910

Total premium: 539.00

----- Und Reports -----  
 Vend Report Result Score Date  
 I G 12-07-1999

Business liability (A32)	300000
Aggregate liability	600000
Med pay per person (A33)	1000

LNGTD: - 85.2494710  
 LATUD: 32.8155930  
 Match type: A

Loss history

Date of last CDQ: 08-25-2006  
 Claim No Claims: 1  
 Number Loss Date Status  
 01X515222 04-19-2006 CLOSED

PDQ screen: Next system: PDQ Input screen

07/10/12  
 ID: NG8T

SF- Kirk- 5439 37th ST  
 SF-00121

AL-MISS (09)

PDQ - Notes

QNB006D7

F 93 EH2574 0 Name: KIRK, RANDALL C Type: RENTAL DWELL 3  
Agt: 1520-F282 Name: HOLLEY, DONALD A (Donny )

Roof: S 1500

Photo: 02-23-2004

Last reinspection: 02-23-2004

By: REGION

Entered: 04-16-2004

PDQ screen: \_\_\_\_ Next system: PDQ Input screen: \_\_\_\_

07/10/12  
ID: NG8T

SF- Kirk- 5439 37th ST  
SF-00122

AL-MISS (09)

Claim History Review

QNN542X3

Pol no: F 93 EH2574 0 Insured: KIRK, RANDALL C

Oper: NG8T

Yr iss: 1999 Exp: 11-02-2008 Type: RENTAL DWELL 3 SAS: Agt/AFO: 1520 F282

Status: 01 Prop amt: 64400 Ded: ALL PERILS 500 No claims: 1

No	Claim Number	Date of Loss	Cause/ Reason	Status
1	01X515222	04-19-2006	35/HLC	CLOSED

	Reserve Amount	Paid Amount	Recovery Amount	Expense Amount	Mold Ind Amount
1	0	2291	0	377	0

INSURED KIRK, RANDALL C  
Initial dt closed: 09-19-2006

Selections: \_\_\_\_\_  
Next System: PDQ PDQ screen: UND Page: 1

07/10/12  
09:52:32  
@NG8T

SF- Kirk- 5439 37th ST  
SF-00123

AL-MISS (09)

Claim Detail Cause

QNN544T0

Pol no: F 93 EH2574 0 SAS: Type: RENTAL DWELL 3  
 Insured: KIRK, RANDALL C Agt: 1520 HOLLEY, DONALD A  
 PO BOX 384 Exp: 11-02-2008  
 Status: 01 NOT IN BILL CYCLE R No claims: 1  
 Yr iss: 1999 Prop amt: 64400  
 Ded: ALL PERILS 500

Claim no: 01X515222 Dt of loss: 04-19-2006 Dt closed: 06-29-2007 RC:  
 Pol no: F 93 EH2574 0 Dt reported: 08-25-2006 Indem amt pd: 2291.91  
 Agent: 1520 Suit/ADR: Y/ Reserve amt: 0.00  
 Type: RENTAL DWELL 3 Cat code: RA Expense amt: 377.00  
 Unit: 4 8 Salvage: NO Recovery amt: 0.00  
 Status: CLOSED Subrogation: NO Mold ind amt: 0.00  
 Claim off: MONTGOMERY OP CN  
 Ins: KIRK, RANDALL C Claimant:  
 PO BOX 384 Claimant dt of birth:  
 Adjuster: ANGELA B PIERCE Adjuster phone no: 334-213-1082  
 Und Rev: Initial dt closed: 09-19-2006

Cause/Line: 35/RD WIND OR HAIL - BUILDING  
 Status: PD CLOSED BY FINAL INDEMNITY PAYMENT  
 Indem amt pd: 2291.91 Reserve amt: 0.00 Loc no: 0001  
 Expenses pd: 377.00 Recovery amt: 0.00  
 Comment: HL HAIL LOSS

Cause/Line:  
 Status:  
 Indem amt pd: Reserve amt: Loc no:  
 Expenses pd: Recovery amt:  
 Comment:

Next system: PDQ PDQ screen: UND Page: 1

07/10/12  
@NG8TSF- Kirk- 5439 37th ST  
SF-00124

AL-MISS (09) \*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\* QNB007B7

F 93 EH2574 0 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
WRITTEN PREM AND COMM RELEASED		10-02-2007		
BILLING		09-18-2007	11-02-2007	588.00
RENEWAL COMM RELEASED (RENEWAL WRITTEN PREM RELEASED PREVIOUSLY)		11-03-2006		
WRITTEN PREM RELEASED WITHOUT COMM (RENEWAL EFFECTIVE DATE REACHED)		11-02-2006		
BILLING		09-18-2006	11-02-2006	577.00
RENEWAL COMM RELEASED (RENEWAL WRITTEN PREM RELEASED PREVIOUSLY)		11-03-2005		
WRITTEN PREM RELEASED WITHOUT COMM (RENEWAL EFFECTIVE DATE REACHED)		11-02-2005		
BILLING		09-19-2005	11-02-2005	539.00
WRITTEN PREM AND COMM RELEASED		10-04-2004		
BILLING		09-21-2004	11-02-2004	523.00
REINSPECTION Region	CMS8	04-16-2004	02-23-2004	
TOWNCLASS CHANGED BY RECODE		02-13-2004	02-13-2004	
WRITTEN PREM AND COMM RELEASED		10-07-2003		

\*\*\* OVERFLOW - PRESS PF14 \*\*\*

PDQ SCREEN \_\_\_\_\_ NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_

07/10/12  
ID: NG8T



AL-MISS (09) \*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\* QNB007B7

F 93 EH2574 0 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
1ST ADDITIONAL INTEREST CHANGED OLD MTG - 0754700007	ACDL	09-30-2003	09-26-2003	
BILLING		09-18-2003	11-02-2003	492.00
1ST ADDITIONAL INTEREST CHANGED OLD MTG - E.J. MC CORMICK	GG2N	01-30-2003		
WRITTEN PREM AND COMM RELEASED		10-01-2002		
BILLING		09-18-2002	11-02-2002	421.00
WRITTEN PREM AND COMM RELEASED		10-05-2001		
BILLING		09-18-2001	11-02-2001	376.00
CHG OF CO. - GENL TO FIRE		09-18-2001	11-02-2001	
BILLING EXTRACT		09-07-2001		
WRITTEN PREM AND COMM RELEASED		09-28-2000		
BILLING		09-18-2000	11-02-2000	291.00

\*\*\* OVERFLOW - PRESS PF14 \*\*\*

PDQ SCREEN \_\_\_\_\_ NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_07/10/12  
ID: NG8TSF- Kirk- 5439 37th ST  
SF-00126

AL-MISS (09) \*\*\*\*\* PDQ - HISTORY OF TRANSACTION \*\*\*\*\* QNB007B7

F 93 EH2574 0 NAME KIRK, RANDALL C

TRANSACTION	OP ID	ENTRY DATE	EFFECTIVE DATE	PREMIUM
FPA CHANGED	HSEE	01-31-2000		
CODE CHANGE	HSEE	01-31-2000	01-31-2000	
NEW BUSINESS	HIOW	11-30-1999	11-02-1999	287.00

PDQ SCREEN \_\_\_\_\_ NEXT SYSTEM PDQ INPUT SCREEN \_\_\_\_\_07/10/12  
ID: NG8TSF- Kirk- 5439 37th ST  
SF-00127

AL-MISS (09) \*\*\*\* HISTORY OF JOURNAL ACTIVITY SCREEN \*\*\*\* QND536A2

93 EH2574 0 NAME KIRK, RANDALL C TYPE RENTAL DWELL 3

JNL DATE	JNL CO	AMOUNT	ACCOUNT	REMITTER/ PAYEE	CROSS REFERENCE	BALANCE DUE
10-03-07	PCT F	588.00	CR 336-00 CASH SUSP	INS		
	PCT F	588.00	DR 307-74 CPC PYMT	INS	IE20	
10-02-07	PCT F	588.00	CR 010-04 WRIT PREM			
	PCT F	588.00	DR 336-00 CASH SUSP			
11-06-06	PCT F	577.00	CR 336-00 CASH SUSP	INS		
	PCT F	577.00	DR 307-74 CPC PYMT	INS	IE20	
11-03-06	PCT F	577.00	DR 336-00 CASH SUSP			
	PCT F	577.00	CR 235-12 PICC			
11-02-06	PCT F	577.00	CR 010-04 WRIT PREM			
	PCT F	577.00	DR 235-12 PICC			577.00
11-04-05	PCT F	539.00	CR 336-00 CASH SUSP	INS		
	PCT F	539.00	DR 307-74 CPC PYMT	INS	IE20	
11-03-05	PCT F	539.00	DR 336-00 CASH SUSP			
	PCT F	539.00	CR 235-12 PICC			
11-02-05	PCT F	539.00	CR 010-04 WRIT PREM			
	PCT F	539.00	DR 235-12 PICC			539.00

PDQ SCREEN HIST NEXT SYSTEM PDQ07/10/12  
@NG8TSF- Kirk- 5439 37th ST  
SF-00128

Insured: Kirk, Randall  
Policy: 93-EH2574

Eff/Ren date:  
Survey type: Limited  
FUSR: 78T156X1GRN5

Location street: 5439 37th St Sw  
Location city: Lanett, AL 36863  
Location county:  
Mailing street: 5439 37th St Sw  
Mailing city: Lanett, AL 36863

Hours of operation: to:

Contact:  
Contact title:  
Contact phone:

Survey status: Reviewed  
Action taken on Policy: Issued

Date requested: 02/20/04 Date due: 03/20/04  
Date completed: 02/23/04 Date reviewed: 04/16/04

Completed by: Keith Murdock  
Reviewed by: Alex Fitts

Special comments:

02-23-4 The requested survey type "Residential P  
& C" has not been completed. See narrative for additional  
information.

-----  
Request - Policy

Assigned to: Murdock, Keith  
Requested by: Fitts, Alex

Agent name: Holley, Donny  
Agent code: 1520  
AFO: F282

Application status: Written

Coverage amounts  
Building:  
Contents:  
Liability:

Other policies: No

-----  
Summary Page

Sources of information  
None

Attitude favorable: N/A

SF- Kirk- 5439 37th ST  
SF-00129

Recs discussed with insured: N/A  
Expect compliance: N/A  
Recs discussed with agent: N/A  
Risk meets CLM requirements: N/A  
Future surveys suggested: N/A

Opinion of risk: Satisfactory

Date surveyed: 02/23/04

-----  
Narrative Page

AQA survey -- unable to verify address due to grouping  
of houses and mailboxes

-----  
Narrative - Unsatisfactory items or concerns

Summary - Source of information - none

-----  
Recommendations Summary

Required:

None present

Suggested:

None present

-----  
Commercial Cost Guide Worksheet

No cost guide information entered

-----  
Directions

No information entered

-----  
Comments

No information entered  
-----





SF- Kirk- 5439 37th ST  
SF-00131





SF- Kirk- 5439 37th ST  
SF-00132





STATE = AL

RFRINO26  
STATE FARM INSURANCE COMPANIES  
PPC MAPCHECK WORKSHEET  
PPC FILE DATE 12-03-1999  
12-07-1999

COUNTY NAME: CHAMBERS

POLICY TYPE: RENTAL DWELLING (FORM 3)

POLICY NUMBER: G-93-EH-2574-0

INSURED: KIRK, RANDALL C

AGENT: HOLLEY, DONALD A, 1520

PRIMARY FLAGS: D

SECONDARY FLAG: 1

PHONE: (334)576-5639

PHONE: (334)644-2111

## POLICY INFORMATION AS OF 12-07-1999

## CORRECTED INFORMATION

LOCATION ADDRESS: 5439 37TH ST SW  
LANETT AL

ZIPCODE: 368634019

COUNTY: 009, CHAMBERS

PROTECTION CLASS: 6

FPA: 009LO<sup>S</sup> LANETT FD

DISTANCE TO SFD: 3 MILES

PRFPA:

TOWNCLASS INFO  
3RD DIGIT: 0

4TH DIGIT: 3

ZONE VERIFICATION  
CURRENT ZONE:  
GENERATED ZONE:

\_\_\_\_ INCREASE    \_\_\_\_ DECREASE    \_\_\_\_ NO CHANGE

COMMENTS:

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SF- Kirk- 5439 37th ST  
SF-00133



<input checked="" type="checkbox"/> RENTAL DWELLING APPLICATION <input type="checkbox"/> RENTAL CONDO UNIT APPLICATION		<input type="checkbox"/> State Farm Fire and Casualty Company <input checked="" type="checkbox"/> State Farm General Insurance Company Bloomington, Illinois		POLICY NUMBER ONLY <b>93-EH-25740 K</b>	
Name: <b>Kirk, Randall</b> Mailing address: <b>PO Box 384</b> Location of premises: <b>5439 37th St SW</b> Applicant's Social Security Number: <b>421-92-1071</b>		Effective Date: <b>11/2/99</b> Other State Farm insurance: <input type="checkbox"/> Auto <input checked="" type="checkbox"/> Fire <input type="checkbox"/> Life <input type="checkbox"/> Health <input type="checkbox"/> None		Term: <b>12 Months</b>	
Co-applicant's Name (if applicable): <b>Lanett, AL</b> Co-applicant's Social Security Number: <b>36863 Chambers</b>		The named applicant is: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership (give names of partners in Remarks) <input type="checkbox"/> Other (describe)		Applicant's specific occupation: <b>Salesman</b>	
Does this risk meet all Underwriting Guide requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Most recent property insurer: <b>NONE</b> <b>Own home</b>					
Has any insurer or agency canceled or refused to issue or renew similar insurance to the named applicant or any household member within the past three years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Year purchased: <b>1999</b> Purchase price: <b>\$45,000</b> Current market value: <b>\$45,000</b>					
Who is responsible for the management, care and maintenance of the property? <input checked="" type="checkbox"/> Personal supervision of applicant <input type="checkbox"/> Real estate management company (give name and address in Remarks) <input type="checkbox"/> Other (explain in Remarks)					
Total number of rental dwellings/condo units currently owned by applicant: <b>2</b> Number insured with State Farm: <b>2</b>					
Is there a wood stove or furnace, coal stove or free-standing fireplace anywhere on the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Is the building being remodeled? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
ROOF: NOTE - Dwellings with poor roofs are unacceptable and should not be written. Indicate any of the following that might be of concern: <input type="checkbox"/> Possible hail damage <input type="checkbox"/> Curled shingles <input type="checkbox"/> Patched areas <input type="checkbox"/> Loose or missing shingles <input type="checkbox"/> Wear in valleys <input type="checkbox"/> Missing or replaced ridge row <input type="checkbox"/> Stain or rotting under eaves <input type="checkbox"/> Any interior leaks					
Does the dwelling have smoke detectors and do they meet code requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
How long have you known the applicant? <b>15</b> yrs. Date you personally surveyed the premises: <b>11/2/99</b>					
Regional Office copy of ECHO I.V. must be attached					
Zone: <b>73</b> Construction: <input checked="" type="checkbox"/> Masonry Veneer <input type="checkbox"/> Masonry <input type="checkbox"/> Other (specify)					
Distance to: Servicing fire dept. <b>3</b> mi. Hydrant <b>500</b> ft. Name of Fire Protection Area (FPA) where the risk is located (as listed in CLM): <b>Lanett</b>					
Year built: <b>1950</b> If over 30 yrs. old, complete Over 30 section: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Seasonal occupancy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
First occupied: <b>1999</b> Occupied by: <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Dwelling Under Const.					
Home/Residential Alert Credit: <b>2</b> % (from Home/Residential Alert section on Supplemental application)					
Forms: <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Basic Form <input type="checkbox"/> Rental Condominium Unit (rented 100% of the time)					
A. Dwelling (for Condo Units, use Building Schedule)		Limits of Insurance		Base Premium	
Dwelling Extension (total amount including 10% from Coverage A) (N/A for condo units)		\$ <b>45,000</b>		All Peril: <input checked="" type="checkbox"/> \$500 <input type="checkbox"/> Other	
B. Business Property (total amount) (for Condo Units, use Building Schedule)		\$ <b>4,500</b>		Hurricane Deductible: <input type="checkbox"/> 2% <input type="checkbox"/> 5% <input type="checkbox"/> 10% <input type="checkbox"/> 15%	
C. Loss of Rents		Actual Loss Sustained		(May NOT be available in all Zones - see CLM)	
D. Loss Assessments (condo units only)		\$1,000 Other		Replacement Cost on Contents	
L. Business Liability (each occurrence)		\$300,000 \$ Other		Building Ordinance or Law - % of Cov. A	
M. Premises Medical Payments		\$1,000 RDP \$5,000 RCUP		Dwelling Under Construction	
				Earthquake Coverage Endorsement	
				Does building have masonry veneer?	
				If yes, is coverage desired on veneer?	
				PREMIUM SUBTOTAL \$	
				TOTAL PREMIUM \$ <b>287.00</b>	
OTHER INTEREST		Named add'l insured (explain interest in Remarks)		SPP Account Number	
2nd mtg.		Named add'l insured (explain interest in Remarks)		Surcharge if applicable	
Svc. agt.		Svc. agt.		Amount paid \$ <b>287.00</b> Balance due \$ <b>0</b>	
I understand that coverage is: <input checked="" type="checkbox"/> provided by this application, <input type="checkbox"/> not provided until this application is approved by State Farm's Underwriting Department.		Agent's Code Stamp		Date and Time of Application	
I am applying for the insurance indicated, and the statements on this application are correct. I understand that the premium shown above must comply with State Farm's rates and may be revised.		'95 Bronze Tablet		Mo. <b>11</b> Day <b>2</b> Yr. <b>99</b>	
Applicant's Signature: <b>[Signature]</b>		D. HOLLEY 01-1520		Hour <b>10:00</b>	
Print Name of Authorized Representative		MONTGOMERY EAST F2B5		a.m. <input type="checkbox"/> p.m. <input type="checkbox"/>	

FP-8103.3  
(5/88)



**YOUR  
STATE FARM  
RENTAL DWELLING  
POLICY**

SF- Kirk- 5439 37th ST  
SF-00136

UNITED  
U.S.A.

FP-8103.3  
(5/88)

# **TABLE OF CONTENTS**

## **DECLARATIONS**

Your Name  
Location of Your Residence  
Policy Period  
Coverages  
Limits of Liability  
Deductibles

**Begins on Page**

## **AGREEMENT**

1

## **DEFINITIONS**

1

## **SECTION I - YOUR PROPERTY**

### **COVERAGES**

Coverage A - Dwelling

2

Coverage B - Personal Property

2

Coverage C - Loss of Rents

2

Additional Coverages

3

Inflation Coverage

3

LOSSES INSURED

5

LOSSES NOT INSURED

5

CONDITIONS

5

## **SECTION II - YOUR LIABILITY**

### **COVERAGES**

Coverage L - Business Liability

9

Coverage M - Premises Medical Payments

9

EXCLUSIONS

10

ADDITIONAL COVERAGES

10

CONDITIONS

13

## **SECTION I AND II - CONDITIONS**

13

## **OPTIONAL PROVISIONS**

14

15

Includes copyrighted material of State Farm Fire and Casualty Company.  
Copyright, State Farm Fire and Casualty Company, 1983.

FP-8103.3  
(5/88)

Printed in U.S.A.

**SF- Kirk- 5439 37th ST**  
**SF-00137**



## RENTAL DWELLING POLICY - SPECIAL FORM 3 AGREEMENT

We agree to provide the insurance described in this policy. provisions of this policy.  
You agree to pay premiums when due and comply with the

### DEFINITIONS

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

1. **"bodily injury"** means bodily harm, sickness or disease. This includes required care, loss of services and death resulting therefrom. **Bodily injury** does not include any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person.
2. **"contract"** means any written **contract** or agreement wherein the **named insured** has expressly assumed liability for damages to which this policy applies.
3. **"Declarations"** means the policy **Declarations**, any amended **Declarations**, the most recent renewal notice or certificate, an Evidence of Insurance form, or any endorsement changing any of these.
4. **"insured"** means:
  - a. if the **named insured** is designated in the **Declarations** as an individual and is a sole proprietor, the **named insured** and spouse;
  - b. if the **named insured** is designated in the **Declarations** as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof;
  - c. if the **named insured** is designated in the **Declarations** as other than an individual, partnership or joint venture, the organization trustees, directors or governors or stockholder thereof while acting within the scope of their duties;

- d. any employee of the **named insured** while acting within the scope of that employment;
- e. any person or organization while acting as real estate manager for the **named insured**.

The insurance afforded applies separately to each **insured** against whom claim is made, or suit is brought, except with respect to the limit of our Company's liability.

This insurance does not apply to **bodily injury** or **personal injury** or **property damage** arising out of the conduct of any partnership or joint venture which is not designated in this policy as a **named insured**.

5. **"insured premises"** means:

- a. the **residence premises**;
- b. one or two family premises of which you acquire ownership or control and for which you report your intention to insure under this policy within 30 days after acquisition;
- c. the ways immediately adjoining on land; and
- d. one or two family dwelling premises alienated by any **insured** if possession has been given to others.

6. **"motor vehicle"**, when used in Section II of this policy, means:

- a. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration. A motorized land vehicle in dead storage on an **insured premises** is not a **motor vehicle**;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration. A boat, camp, home or utility trailer not being towed by or carried on a vehicle included in 6.a. is not a **motor vehicle**;

- c. a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured premises**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**;
  - d. a motorized bicycle, tricycle or similar type of equipment owned by any **insured** while off an **insured premises**;
  - e. any vehicle while being towed by or carried on a vehicle included in 6.a., 6.b., 6.c., or 6.d.
- 7. "**named insured**" means the person or organization named in the **Declarations** of this policy.
  - 8. "**occurrence**", when used in Section II of this policy, means an accident, including exposure to conditions, which results in:
    - a. **bodily injury**;
    - b. **property damage**; or

c. **personal injury**;

during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **occurrence**.

- 9. "**personal injury**" means injury arising out of one or more of the following offenses:
  - a. false arrest, detention or imprisonment or malicious prosecution;
  - b. libel, slander or defamation of character; or
  - c. invasion of privacy, wrongful eviction or wrongful entry.
- 10. "**property damage**" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not considered to be **property damage**.
- 11. "**residence premises**" means the one or two family dwelling, other structures, and grounds which is shown in the **Declarations**.

## SECTION I - COVERAGES

### COVERAGE A - DWELLING

We cover:

- 1. the dwelling on the **residence premises** shown in the **Declarations** used principally as a private residence, including structures attached to the dwelling;
- 2. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling or other structures on the **residence premises**;
- 3. wall-to-wall carpeting attached to the dwelling on the **residence premises**; and
- 4. outdoor antennas.

Except as specifically provided in the **SECTION I, ADDITIONAL COVERAGES**, for **Land**, we do not cover land or any costs required to replace, rebuild, stabilize or otherwise restore the land.

**Dwelling Extension.** We cover other structures on the **residence premises**, separated from the dwelling by clear

space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- 1. not permanently attached to or otherwise forming a part of the realty;
- 2. used in whole or in part for commercial, manufacturing or farming purposes; or
- 3. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

### COVERAGE B - PERSONAL PROPERTY

We cover personal property owned or used by any **insured** which is rented or held for rental with the **residence premises** or used for the maintenance of the **residence premises**. This coverage applies only while the personal property is on the **residence premises** or temporarily off premises for repairs.

SF- Kirk- 5439 37th ST  
SF-00139

FORM 3

**Property Not Covered.** We do not cover:

1. articles separately described and specifically insured in this or any other insurance;
2. animals, birds or fish;
3. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those used solely for the service of the **residence premises** and not licensed for use on public highways;
4. watercraft, including motors, equipment and accessories;
5. aircraft and parts;
6. outdoor signs.

**COVERAGE C - LOSS OF RENTS**

The limit of liability for Coverage C is the total limit for all the following coverages.

1. **Fair Rental Value.** If a Loss Insured causes that part of the **residence premises** rented to others or held for rental by you to become uninhabitable, we cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental but not exceeding 12 consecutive months from the date of loss. This period of time is not limited by expiration of this policy. Fair rental value shall not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
2. **Prohibited Use.** If a civil authority prohibits you from use of the **residence premises** as a result of direct damage to neighboring premises by a Loss Insured in this policy, we cover any resulting Fair Rental Value loss for a period not exceeding two weeks during which use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement.

**ADDITIONAL COVERAGES**

1. **Debris Removal.** We will pay the reasonable expense incurred by you in the removal of debris of covered property provided coverage is afforded for the peril

causing the loss. Debris removal expense is included in the limit of liability applying to the damaged property. When the amount payable for the actual damage to the property plus the expense for debris removal exceeds the limit of liability for the damaged property, an additional 5% of that limit of liability will be available to cover debris removal expense.

2. **Reasonable Repairs.** We will pay the reasonable cost incurred by you of repairing damage to covered property necessary to protect the property from further damage or loss, provided coverage is afforded for the peril causing the loss. This coverage does not increase the limit of liability applying to the property being repaired.
3. **Trees, Shrubs and Other Plants.** We cover outdoor trees, shrubs, plants or lawns, on the **residence premises**, for loss caused by the following Losses Insured: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the **residence premises**, Vandalism or malicious mischief or Theft. The limit of liability for this coverage shall not exceed 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants and lawns nor more than \$500 for any one tree, shrub or plant. This coverage may increase the limit of liability otherwise applicable. We do not cover property grown for business purposes.
4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by **contract** or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
5. **Property Removed.** Covered property, while being removed from a premises endangered by a Loss Insured, is covered for direct loss from any cause. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.
6. **Personal Effects.** We will pay up to \$500 for loss at the **residence premises** caused by a Loss Insured to personal effects of others while such property is in your

care, custody or control. This coverage is subject to the limitations and exclusions applicable to Coverage B - Personal Property. This coverage is limited to \$100 per person and does not increase the limit of liability applying to Coverage B - Personal Property.

7. **Burglary.** We will pay for loss of personal property owned or used by any insured which is rented or held for rental with the residence premises, when the loss is from a known location within a building on the residence premises when it is probable that the property has been stolen and there is visible evidence of forcible entry to or forcible exit from that building. This coverage does not increase the limit of liability applying to Coverage B - Personal Property.
8. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.
9. **Land.** We will pay up to \$10,000 for the cost required to replace, rebuild, stabilize or otherwise restore the land necessary to support the insured dwelling sustaining a covered loss. This may increase the limit applying to the property.

10. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:

- a. volcanic blast or airborne shock waves;
- b. ash, dust or particulate matter; or
- c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limits applying to the damaged property.

11. **Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, volcanic action, falling objects, weight of ice, snow or sleet, water damage, breakage of building glass, all only as insured against in this policy;

- (1) falling objects does not include loss of or damage to:

- (a) personal property in the open; or
- (b) the interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object;

- (2) water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam;

- b. hidden decay;

- c. hidden insect or vermin damage;

- d. weight of contents, equipment, animals or people;

- e. weight of ice, snow, sleet or rain which collects on a roof; or

- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e., and f. unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit applying to the damaged property.

#### **INFLATION COVERAGE**

The limits of liability shown in the **Declarations** for Coverages A and B will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A and Coverage B separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy, the Coverage A limit of liability is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

### **SECTION I - LOSSES INSURED**

#### **COVERAGE A - DWELLING AND COVERAGE B - PERSONAL PROPERTY**

We insure for accidental direct physical loss to the property described in Coverage A and Coverage B, except as provided in Section I - Losses Not Insured.

### **SECTION I - LOSSES NOT INSURED**

1. We do not insure for loss to the property described in Coverage A and Coverage B either consisting of, or directly and immediately caused by, one or more of the following:
  - a. collapse, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES** for Collapse;
  - b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed unless you have used reasonable care to:
    - (1) maintain heat in the building; or
    - (2) shut off the water supply and drain the system and appliances of water;
  - c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a fence, pavement, patio, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock;
  - d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is completed and occupied;
  - e. theft of any property which is not actually part of any building or structure;
  - f. mysterious disappearance;
  - g. vandalism and malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
  - h. continuous or repeated seepage or leakage of water or steam from a:
    - (1) heating, air conditioning or automatic fire protective sprinkler system;
    - (2) household appliance; or
    - (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;



which occurs over a period of time and results in deterioration, rust, mold, or wet or dry rot. If loss is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

- i. wear, tear, marring, scratching, deterioration, inherent vice, latent defect and mechanical breakdown;
- j. rust, mold, or wet or dry rot;
- k. contamination;
- l. smog, smoke from agricultural smudging or industrial operations;
- m. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;
- n. birds, vermin, rodents, insects or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals.

However, we do insure for any ensuing loss from items a. through n. unless the loss is itself a Loss Not Insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss.
  - a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
  - b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake,

landslide, mudflow, sinkhole, subsidence and erosion. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in **SECTION I, ADDITIONAL COVERAGES for Volcanic Action.**

We do insure for any direct loss by fire, explosion other than explosion of a volcano, theft, or breakage of glass or safety glazing materials resulting from earth movement.

**c. Water Damage**, meaning:

- (1) flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) water which backs up through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- (3) natural water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for direct loss by fire, explosion, or theft resulting from water damage.

- d. **Neglect**, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Loss Insured.
- e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by

the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke. However, we do insure for direct loss by fire resulting from the nuclear hazard.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
  - a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

b. defect, weakness, inadequacy, fault or unsoundness in:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, construction, grading, compaction;
- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the residence premises.

However, we do insure for any ensuing loss from items a. and b. unless the ensuing loss is itself a Loss Not Insured by this Section.

## SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:

- a. to the insured for an amount greater than the insured's interest; nor
- b. for more than the applicable limit of liability.

2. **Your Duties After Loss.** In case of a loss to which this insurance may apply, you shall see that the following duties are performed:

- a. give immediate notice to us or our agent, and in case of theft, vandalism, or malicious mischief, also to the police;
- b. protect the property from further damage or loss, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
- c. prepare an inventory of damaged personal property showing in detail, the quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

- d. as often as we reasonably require:

- (1) exhibit the damaged property;
- (2) provide us with records and documents we request and permit us to make copies; and
- (3) submit to examinations under oath and subscribe the same;

- e. submit to us, within 60 days after the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) the time and cause of loss;
- (2) interest of the insured and all others in the property involved and all encumbrances on the property;
- (3) other insurance which may cover the loss;
- (4) changes in title or occupancy of the property during the term of this policy;
- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged personal property described in 2.c.;
- (7) records supporting the fair rental value loss.

SF- Kirk- 5439 37th ST

SF-00144

FORM 3



**3. Loss Settlement.** Covered property losses are settled as follows:

- a. Personal property and structures that are not buildings at actual cash value, up to the applicable limit of liability, at the time of loss. There may be deduction for depreciation. We will not pay an amount exceeding that necessary to repair or replace;
- b. Carpeting, domestic appliances, awnings and outdoor antennas, whether or not attached to buildings, at actual cash value, up to the applicable limit of liability, at the time of loss. We will not pay an amount exceeding that necessary to repair or replace;
- c. Buildings under Coverage A at replacement cost without deduction for depreciation, subject to the following:
  - (1) We will not pay more than the \$10,000 limit on **Land** as provided in **SECTION I, ADDITIONAL COVERAGES**.
  - (2) We will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:
    - (a) the limit of liability under this policy applying to the building;
    - (b) the replacement cost of that part of the building damaged for equivalent construction and use on the same premises; or
    - (c) the amount actually and necessarily spent to repair or replace the damaged building.
  - (3) We will pay the actual cash value of the damage to the buildings, up to the policy limit, until actual repair or replacement is completed.
  - (4) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

**4. Loss to a Pair or Set.** In case of loss to a pair or set, we may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between actual cash value of the property before and after the loss.

**5. Glass Replacement.** Loss for damage to glass caused by a Loss Insured shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

**6. Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

**7. Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

**8. Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the date of loss or damage.

**9. Our Option.** We may repair or replace any part of the property damaged or stolen with equivalent property.

Any property we pay for or replace becomes our property.

10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

11. **Abandonment of Property.** We need not accept any property abandoned by any insured.

12. **Mortgage Clause.** The word "mortgagee" includes trustee.

- a. If a mortgagee is named in this policy, any loss payable under Coverage A shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
- b. If we deny your claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
  - (1) notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - (2) pays any premium due under this policy on demand if you have neglected to pay the premium;
  - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from us of

your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

- c. If this policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect.

- d. If we pay the mortgagee for any loss and deny payment to you:

- (1) we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- (2) at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

- e. Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. **No Benefit to Bailee.** We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

14. **Intentional Acts.** If you or any person insured under this policy causes or procures a loss to property covered under this policy for the purpose of obtaining insurance benefits, then this policy is void and we will not pay you or any other insured for this loss.

## SECTION II - LIABILITY COVERAGES

### COVERAGE L - BUSINESS LIABILITY

If a claim is made or a suit is brought against any insured for damages because of **bodily injury, personal injury, or property damage** to which this coverage applies, caused by an **occurrence**, and which arises from the ownership, maintenance, or use of the **insured premises**, we will:

- 1. pay up to our limit of liability for the damages for which the insured is legally liable; and

- 2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals our limit of liability.

SF- Kirk- 5439 37th ST  
SF-00146

The total limit of the Company's liability for all occurrences in any one policy year shall not exceed the annual aggregate limit shown in the **Declarations** for Coverage L - Business Liability.

#### **COVERAGE M - PREMISES MEDICAL PAYMENTS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of

an accident causing **bodily injury** which arises out of a condition on the **insured premises** or for which the **insured** is provided **bodily injury** liability coverage under this policy. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.

### **SECTION II - EXCLUSIONS**

#### **1. Coverage L - Business Liability and Coverage M - Premises Medical Payments do not apply to:**

##### **a. bodily injury, personal injury, or property damage:**

- (1) which is either expected or intended by an insured; or
- (2) to any person or property which is the result of willful and malicious acts of an insured;

##### **b. bodily injury, personal injury, or property damage arising out of the rendering or failing to render professional services;**

##### **c. bodily injury, personal injury, or property damage arising out of the ownership, maintenance, use, loading or unloading of:**

- (1) aircraft;
- (2) any motor vehicle owned or operated by, or rented or loaned to any insured; or
- (3) any watercraft owned by or operated by, or rented or loaned to any insured;

##### **d. bodily injury, personal injury, or property damage arising out of:**

- (1) the entrustment by any insured to any person;
- (2) the negligent supervision by any insured of any person;
- (3) any liability statutorily imposed on any insured; or
- (4) any liability assumed through an unwritten or written agreement by any insured;

with regard to the ownership, maintenance or use of any aircraft, watercraft, or motor vehicle (or any other motorized land conveyance) which is not covered under Section II of this policy;

##### **e. bodily injury, personal injury, or property damage caused directly or indirectly by war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;**

##### **f. bodily injury, personal injury, or property damage arising out of premises, other than the insured premises, or to liability assumed by the insured under any contract or agreement relating to such premises;**

##### **g. to bodily injury or property damage for which the insured may be held liable:**

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
  - (a) by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages; or
  - (b) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or

which causes or contributes to the intoxication of any person;

but part (b) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

h. the legal liability of any insured to:

(1) any person who is in the care of any insured because of child care services provided by or at the direction of:

- (a) any insured;
- (b) any employee of any insured; or
- (c) any other person actually or apparently acting on behalf of any insured;

(2) any person who makes a claim because of **bodily injury** or **property damage** to any person who is in the care of any insured because of child care services provided by or at the direction of:

- (a) any insured;
- (b) any employee of any insured; or
- (c) any other person actually or apparently acting on behalf of any insured;

i. **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, spill, release or escape of pollutants:

- (1) at or from premises owned, rented or occupied by the **named insured**;
- (2) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;
- (3) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or

(4) at or from any site or location on which the **named insured**, employee or any contractor or subcontractor working directly or indirectly on behalf of the **named insured** is performing operations:

- (a) if the pollutants are brought on or to the site or location in connection with such operations; or
- (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraphs (1) and (4)(a) of this exclusion do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes which result from a hostile fire or poisoning or asphyxiation due to escape of fumes from a furnace or flue because of a malfunction of the furnace or flue.

In addition, Coverage L and Coverage M do not apply to loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;

As used in this exclusion:

"hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

"pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

"waste" includes materials to be recycled, reconditioned or reclaimed.

j. **bodily injury** to an employee of the insured arising out of and in the course of employment by the insured or the spouse, child, parent, brother or sister of that employee as a consequence of employment of that employee by the insured.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and

- (2) to any obligation to share damages with or re-pay someone else who must pay damages because of the injury;
  - k. **bodily injury** to you or any **insured** and if residents of your household:
    - (1) your relatives;
    - (2) any other person under the age of 21 who is in the care of an **insured**.
2. **Coverage L - Business Liability**, does not apply to:
- a. **liability**:
    - (1) for your share of any loss assessment charged against all members of an association of property owners; or
    - (2) assumed under any unwritten **contract** or agreement, or by **contract** or agreement in connection with any business of the **insured** other than the rental of the **insured premises**;
  - b. **property damage** to property owned by any **insured**;
  - c. **property damage** to property rented to, occupied or used by or in the care of the **insured**;
  - d. **bodily injury** or **personal injury** to any person eligible to receive any benefits required to be provided or voluntarily provided by the **insured** under any workers' or workmen's compensation, non-occupational disability or occupational disease law;
  - e. **bodily injury, personal injury, or property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors;
  - f. **personal injury** caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of any **insured**;
  - g. **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of the person by the **insured**;
  - h. **personal injury** arising out of any publication or utterance in item b. of the definition of **personal injury**:
    - (1) if the first injurious publication or utterance of the same or similar material by or on behalf of the **insured** was made prior to the effective date of this insurance; or
    - (2) concerning any business or services made by or at the direction of any **insured** with knowledge of the falsity;
  - i. **property damage** or **personal injury** to premises you sell, give away or abandon, if the **property damage, or personal injury** arises out of those premises.
3. **Coverage M - Premises Medical Payments** does not apply to **bodily injury**:
- a. to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, non-occupational disability or occupational disease law;
  - b. from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
  - c. to any **insured**, any tenant or other person regularly residing on the **insured premises** or to any employees of any of the foregoing if the **bodily injury** arises out of or in the course of their employment;
  - d. to any person engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises.



**SECTION II - ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

**1. Claim Expenses.** We pay:

- a. expenses incurred by us and costs taxed against any insured in any suit we defend;
- b. premiums on bonds required in a suit defended by us, but not for bond amounts greater than the limit of liability for Coverage L. We are not obligated to apply for or furnish any bond;
- c. reasonable expenses incurred by any insured at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day for assisting

us in the investigation or defense of any claim or suit;

- d. prejudgment interest awarded against the insured on that part of the judgment we pay; and
- e. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**2. First Aid Expenses.** We will pay expenses for first aid to others incurred by any insured for **bodily injury** covered under this policy. We will not pay for first aid to you or any other insured.**SECTION II - CONDITIONS**

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is our limit for all damages from each **occurrence** regardless of the number of insureds, claims made or persons injured.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense payable for **bodily injury** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each insured. This condition shall not increase our limit of liability for any one **occurrence**.

3. **Duties After Loss.** In case of an accident or **occurrence**, the insured shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:

- a. give written notice to us or our agent as soon as practicable, which sets forth:

- (1) the identity of this policy and insured;
- (2) reasonably available information on the time, place and circumstances of the accident or **occurrence**; and
- (3) names and addresses of any claimants and available witnesses;

- b. immediately forward to us every notice, demand, summons or other process relating to the accident or **occurrence**;

- c. at our request, assist in:

- (1) making settlement;
- (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any insured;
- (3) the conduct of suits and attend hearings and trials;
- (4) securing and giving evidence and obtaining the attendance of witnesses;

- d. the insured shall not, except at the insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **bodily injury**.

4. **Duties of an Injured Person - Coverage M - Premises Medical Payments.** The injured person, or, when appropriate, someone acting on behalf of that person, shall:

- a. give us written proof of claim, under oath if required, as soon as practicable;
- b. execute authorization to allow us to obtain copies of medical reports and records; and



c. submit to physical examination by a physician selected by us when, and as often as we reasonably require.

5. **Payment of Claim - Coverage M - Premises Medical Payments.** Payment under this coverage is not an admission of liability by any insured or us.

6. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have any right to join us as a party to any action against any insured. Further, no action with re-

spect to Coverage L shall be brought against us until the obligation of the insured has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any insured shall not relieve us of any of our obligations under this policy.

8. **Other Insurance - Coverage L - Business Liability.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## SECTION I AND SECTION II - CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury, personal injury, or property damage** under Section II which occurs during the period this policy is in effect.

2. **Concealment or Fraud.** This policy is void as to you and any other insured, if you or any other insured under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.

3. **Liberalization Clause.** If we adopt any revision which would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.

5. **Cancellation.**

a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.

b. We may cancel this policy only for the reasons stated in this condition by notifying you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to

you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:

(1) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.

(2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by notifying you at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy or if the risk has changed substantially since the policy was issued. We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.

(4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary by notifying you at least 30 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request can-

cancellation, the return premium will be based on our rules for such cancellation. The return premium may be less than a full pro rata refund. When we cancel, the return premium will be pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
6. **Non-Renewal.** We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.
7. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.
8. **Subrogation.** Any **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.  
  
If an assignment is sought, any **insured** shall sign and deliver all related papers and cooperate with us in any reasonable manner.  
  
Subrogation does not apply under Section II to Premises Medical Payments.

### OPTIONAL POLICY PROVISIONS

Each Optional Provision applies only as indicated in the **Declarations** or Extension Certificate.

**Option AI - Named Additional Insured.** The definition of **insured** in this policy includes the person or organization named in the **Declarations** as an additional insured or whose name is on file with us with respect to:

1. Section I: **Coverage A - Dwelling;**
2. Section II: **Coverage L - Business Liability** and **Coverage M - Premises Medical Payments** but only with respect to the **residence premises**. This coverage does not apply to **bodily injury** to any employee arising out of or in the course of the employee's employment by the person or organization.

9. **Death.** If any person named in the **Declarations** or the spouse, if a resident of the same household, dies:

- a. we insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. **insured** includes with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State will apply.

11. **Inspection and Audit.** We shall be permitted but not obligated to inspect your property and operations at any time. However, our right to inspect or our actual inspection and report shall not constitute an undertaking on your behalf or for your benefit or the benefit of others to determine or warrant that the property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

This option applies only with respect to the location shown in the **Declarations**.

**Option RC - Replacement Cost - Contents.** Under **SECTION I - CONDITIONS**, items a. and b. of the Loss Settlement Condition are replaced with the following:

- a. (1) Fences and the following personal property at actual cash value at the time of loss:
  - (a) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
  - (b) articles whose age or history contribute substantially to their value including, but

not limited to, memorabilia, souvenirs and collectors items;

(c) property not useful for its intended purpose.

(2) We will not pay:

(a) an amount exceeding that necessary to repair or replace the property; or

(b) an amount in excess of the limit of liability applying to the property.

b. Other personal property, carpeting, domestic appliances, awnings and outdoor antennas, whether or not attached to buildings, and other structures (except fences) that are not buildings under Dwelling Extension, at the cost of repair or replacement at

the time of loss without deduction for depreciation, subject to the following:

(1) We will pay the cost of repair or replacement but not exceeding the smallest of the following amounts:

(a) replacement cost at time of loss;

(b) the full cost of repair;

(c) any special limit of liability described in the policy; or

(d) any applicable Coverage A or Coverage B limit of liability.

(2) Loss to property not repaired or replaced within one year after the loss will be settled on an actual cash value basis.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

*Kim M. Brunner*

Secretary

*Edward B. Rust, Jr.*

President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.